

## TERMS OF SERVICE

Please read these Terms of Service (this "Agreement") carefully. By clicking "accept" to this Agreement, or by accessing or using the Service (as defined below), you consent to be bound by this Agreement.

This Agreement is between you and Datalore Analytics, LLC ("Company," "us" or "we") concerning your use of (including any access to) the Datalore Analytics site currently located at [www.justprintmypictures.com](http://www.justprintmypictures.com) (together with any materials and services available therein, and successor site(s) thereto, the "Site") and the Datalore Analytics "AU Mobile" application (together with any materials and services available in connection therewith, and successor application(s), updates and upgrades thereto, the "App"). The Site and the App are referred to collectively herein as the "Service." This Agreement hereby incorporates by this reference any additional terms and conditions posted by Company through the Service, or otherwise made available to you by Company. Your use of the Service is governed by this Agreement regardless of how you access the Service, including through the Internet, through Wireless Access Protocol (commonly referred to as "WAP"), through a mobile network or otherwise.

By clicking "accept" to this Agreement or accessing or using the Service, you affirm that you are of legal age and have the legal capacity to enter into this Agreement. If you are a u.s. resident, this Agreement contains a mandatory arbitration of disputes provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

We note that, throughout this Agreement, we provide at the end of each section a short, very high-level summary of such section. These summaries are provided for your convenience only, and are not a substitute for each section in its entirety. In all cases, the substantive terms of this Agreement (and not any summary) shall govern and take priority over any summary.

**SUMMARY: READ THESE TERMS. IF YOU USE ANY OF OUR SERVICES (INCLUDING OUR APP(S) OR OUR WEBSITE(S)) THEN YOU ARE AGREEING TO THESE TERMS. IF YOU WANT TO USE OUR SERVICES, YOU HAVE TO BE ABLE TO AGREE TO THESE TERMS. THIS AND OTHER SUMMARIES PROVIDED IN THIS AGREEMENT ARE NOT A SUBSTITUTE FOR THE ENTIRE AGREEMENT, AND IN ALL CASES, THE SUBSTANTIVE TERMS OF THIS AGREEMENT (AND NOT ANY SUMMARY) SHALL GOVERN AND TAKE PRIORITY OVER ANY SUMMARY.**

**CHANGES.** We may change this Agreement by notifying you of such changes by any reasonable means, including by posting a revised Agreement on the Site by posting a notice of the revised Agreement on the Site, and/or by sending to you a notice of the revised Agreement by email or through the App. Any changes to this Agreement will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes. Your clicking "accept" to this Agreement or your access to or use of the Service following any changes to this Agreement

will constitute your acceptance of such changes. The “Last Modified” date below indicates when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the Service (including access to the Service via any third-party links); charge, modify, or waive any fees required to use the Service; or offer opportunities to some or all Service users. We reserve the right to introduce new features or functionality for which the payment of fees may be required.

SUMMARY: WE OFTEN IMPROVE OR PROVIDE NEW SERVICES, PRODUCTS AND FEATURES AND AS A RESULT, WE NEED THE FLEXIBILITY TO CHANGE THESE TERMS AND SERVICES.

INFORMATION SUBMITTED THROUGH THE SERVICE. Your submission of information through the Service is governed by Company’s Privacy Policy, located at <http://www.justprintmypictures.com/site/privacy> (the “Privacy Policy”). You represent and warrant that any information you provide in connection with the Service is and will remain accurate and complete, and that you will maintain and update such information as needed.

SUMMARY: READ OUR PRIVACY POLICY TO UNDERSTAND HOW WE USE SUBMITTED INFORMATION.

JURISDICTIONAL ISSUES. The Service is controlled or operated (or both) from the United States, and is not intended to subject Company to any jurisdiction or law except as provided in Section 20 below. The Service may not be appropriate or available for use in some non-U.S. jurisdictions. You must comply with all applicable laws, rules, and regulations in connection with your use of the Service. We may limit the Service’s availability at any time, in whole or in part, to any person, geographic area or jurisdiction, in each case in our reasonable discretion.

SUMMARY: OUR SERVICES ARE OFFERED FROM CANADA. IF YOU ARE OUTSIDE CANADA or the U.S., YOU ARE RESPONSIBLE FOR COMPLYING WITH NON-Canadian and U.S. LAWS.

RULES OF CONDUCT. In connection with the Service, you must not:

Post, transmit, or otherwise make available through or in connection with the Service any materials that are or may be: (a) threatening, harassing, degrading, hateful, or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent, or otherwise tortious; (c) obscene, indecent, pornographic, or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner.

Post, transmit, or otherwise make available through or in connection with the Service any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.

Use the Service for any purpose that is fraudulent or otherwise tortious or

unlawful.

Harvest or collect information about users of the Service.

Use the Service for any commercial solicitation purposes, or transmit through or in connection with the Service any spam, chain letters, or other unsolicited communications.

Interfere with or disrupt the operation of the Service or the servers or networks used to make the Service available, including by hacking or defacing any portion of the Service; or violate any requirement, procedure, or policy of such servers or networks.

Restrict or inhibit any other person from using the Service.

Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) the Service except as expressly authorized herein, without Company's express prior written consent.

Reverse engineer, decompile, or disassemble any portion of the Service, except to the extent such restriction is expressly prohibited by applicable law.

Remove any copyright, trademark, or other proprietary rights notice from the Service.

Frame or mirror any portion of the Service, or otherwise incorporate any portion of the Service into any product or service, without Company's express prior written consent.

Systematically download and store Service content.

Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or otherwise gather Service content (including Submissions), or reproduce or circumvent the navigational structure or presentation of the Service, without Company's express prior written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Site's root directory, Company grants to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. Company reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed for you to use the Service. You may only use the Service for its intended purposes and not in any manner to develop, create, or improve any products or services that are substantially similar to or otherwise compete with the Service (or any component thereof).

SUMMARY: YOU WANT TO USE OUR SERVICES AND WE WANT TO CONTINUE TO PROVIDE YOU OUR SERVICES BUT THERE ARE SOME GROUND RULES TO PROTECT THE AU COMMUNITY, WHICH INCLUDE

NOT STEALING OR ATTACKING OUR SERVICES AND NOT TRYING TO TAKE OTHER USERS' PERSONAL INFORMATION. YOU CANNOT USE OUR SERVICES TO POST PORNOGRAPHIC MATERIAL, HARASS PEOPLE, SEND SPAM, OR EXHIBIT OTHER INAPPROPRIATE BEHAVIOR. BASICALLY, BE REASONABLE AND RESPONSIBLE.

PRODUCTS. The Service may make available listings, descriptions and images of goods or services or related coupons or discounts (collectively, "Products"), as well as references and links to Products. Such Products may be made available by Company or by third parties. The availability through the Service of any listing, description, or image of a Product made available by third parties does not imply our endorsement of such Product or affiliation with the provider of such Product. Company may be compensated if you click on a link and purchase one or more Products recommended to you through the Service or in an email, blog, or other online posting sponsored by us. In addition, some of the endorsements made on the Service, or on our affiliates' sites, may be made by persons who have a financial or other interest in Company or our Products. We make no representations as to the completeness, accuracy, or timeliness of such listings, descriptions or images (including any features, specifications, and prices contained therein, or the accurate display of the details of Products on your mobile device or computer screen). Such information and the availability of any Product (including the validity of any coupon or discount) is subject to change at any time without notice. Certain weights, measures and similar descriptions are approximate and are for convenience only. We make reasonable efforts to accurately display the attributes of Products, including the applicable colors, however the actual colors you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. It is your responsibility to ascertain and obey all applicable local, state, federal, and foreign laws (including minimum age requirements) regarding the possession, use, and sale of any Product.

SUMMARY: OUR SERVICES OFFER PRODUCTS AND SERVICES FROM US AND FROM OTHERS. WE TRY TO MAKE SURE THAT THE INFORMATION, DETAILS, AND COLORS THAT YOU SEE ARE ACCURATE, BUT WE DO NOT GUARANTEE ACCURACY BECAUSE, AMONG OTHER THINGS, WE HAVE NO CONTROL OVER THE CONFIGURATION OF YOUR DEVICES. THIS SECTION ALSO COVERS THE RULES AND SETS SOME EXPECTATIONS AROUND ENDORSEMENTS AND TESTIMONIALS.

TRANSACTIONS. We may make available the ability to purchase or otherwise obtain certain Products through the Service (a "Transaction"). If you wish to make a Transaction, you may be asked to supply certain relevant information, such as details regarding your method of payment (e.g., your credit or debit card number and its expiration date, or select your payment service (e.g., PayPal)), your billing address, and your shipping information. You represent and warrant that you have the right to use any method of payment that you submit in connection with a Transaction (e.g., credit card, debit card, or payment service). By submitting such

information, you grant to us the right to provide such information to third parties for purposes of facilitating Transactions. Verification of information may be required prior to the acknowledgment or completion of any Transaction. By making a Transaction, you represent that the applicable Products will be used only in a lawful manner.

Company reserves the right, including without prior notice, to limit the available quantity of or discontinue making available any Product; to impose conditions on the honoring of any coupon, discount, or similar promotion; to bar any user from making any Transaction; and to refuse to provide any user with any Product (including in connection with any Submission that Company, in its sole discretion, believes is in violation of this Agreement). Without limiting the foregoing, Company reserves the right to cancel any order that it deems, in its sole discretion, to include objectionable content or that may violate any of the terms of this Agreement, without any liability to you or any third party. In the event of any such cancellation, you will be refunded any amount actually received by Company for the cancelled order, less any applicable fees. You agree to pay all charges incurred by you or on your behalf through the Service, at the prices in effect when such charges are incurred, including all shipping and handling charges. In addition, you are responsible for any taxes applicable to your Transactions. While it is our practice to confirm orders by e-mail, the receipt of an e-mail order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. Products will be shipped to an address designated by you, if applicable, so long as such address is complete and complies with the shipping restrictions contained on the Service. All Transactions are made pursuant to a shipment contract and, as a result, risk of loss and title for physical Products pass to you upon delivery of such Products to the carrier (who is not affiliated with, or controlled by, Company) and, for electronic Products, risk of loss and title pass to you upon purchase of such Products. You are responsible for filing any claims with carriers for damaged and/or lost shipments.

**SUMMARY: THESE ARE OUR ORDER, PAYMENT, AND SHIPMENT TERMS. ALL PRICING IS AVAILABLE ON OUR WEBSITE AND IN OUR APPLICATION. LIMITED WARRANTY AND RETURNS.** Company offers a limited warranty on our Products guaranteeing our Products to be free of material defects. In the event that your Product has material defects, Company may replace such Product at no cost to you. To be eligible for a replacement Product, you must contact our customer service team through our help center

([www.justprintmypictures.com/help](http://www.justprintmypictures.com/help)) to notify them within fourteen (14) days of receiving your Product. Company reserves the right to request the return of the defective Product to verify that such Product is defective and eligible for a return under this limited warranty. There is no redeemable cash value for returned Products. Due to the custom and personalized nature of our Products, Company will not replace Products in connection with any user error or creative choice. Without limiting the foregoing, it is important that you carefully proof the content

and order details of your Products for the following: (a) poor image quality including low resolution images that may be insufficient for print; (b) text errors including mistakes in spelling, grammar, font choice or other text errors or omissions; (c) Product selection mistakes including Product type, size, style, color, and design layout; and (d) accidental omissions including blank pages or empty photo boxes. You should also note that image colors vary from computer monitor to computer monitor and Company is not responsible for color variations that might result from computer screen differences or differences between the colors on your computer monitor and the colors on a Product that was created by professionally calibrated printing systems.

**SUMMARY: THESE ARE OUR PRODUCT WARRANTY AND RETURN TERMS. PLEASE BEAR IN MIND THAT YOU ARE ORDERING A CUSTOM AND PERSONALIZED PRODUCT, WHICH CAN AFFECT YOUR ABILITY TO RETURN THE PRODUCT.**

**REGISTRATION; USER NAMES AND PASSWORDS.** You may need to register to use all or part of the Service. We may reject, or require that you change, any user name, password or other information that you provide to us in registering for any valid reason. Your user name and password are for your personal use only and should be kept confidential; you, and not Company, are responsible for any use or misuse of your user name or password, and you must promptly notify us of any actual or suspected confidentiality breach or unauthorized use of your user name or password, or your Service account of which you become aware.

**SUMMARY: WE ARE HAPPY THAT YOU WANT TO USE OUR SERVICES, BUT YOU NEED TO CREATE YOUR OWN ACCOUNT; AND KEEP YOUR ACCOUNT LOG-IN INFORMATION CONFIDENTIAL.**

**PROFILES AND FORUMS.** In the event that the Service permits Service users to make available certain information or materials (each, a "Submission") through or in connection with the Service, including on profile pages or on the Service's interactive services, such as message boards and other forums, and chatting, commenting, and other messaging functionality (each such interactive service, a "Forum"), you acknowledge and agree Company has no control over and is not responsible for any Submissions, the use or misuse (including any distribution) by any third party of Submissions, or for any of your interactions with other Service users. Without limiting the foregoing, you understand and agree that you may be exposed to Submissions that are inaccurate, inappropriate for children, or otherwise objectionable, and you agree that Company will not be liable for any such Submissions. If you choose to make any of your personally identifiable or other information publicly available through the Service, you do so at your own risk.

**SUMMARY: YOUR INTERACTIONS ON OUR SERVICES WITH OTHERS (AND THEIR USE OF ANYTHING YOU POST) ARE UP TO YOU AND AT YOUR OWN RISK.**

**LICENSE.** For purposes of clarity, you retain ownership of your photos and pictures. We do not own, nor will we reproduce your pictures for marketing

efforts or communication purposes. We only print your pictures for you and mail them to you. You agree you have the copyright and ownership to print your photos.

You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Submissions, Feedback and Product Photos are complete and accurate, and are not fraudulent, tortious, or otherwise in violation of any applicable law or any right of any third party (including any intellectual property, publicity, or privacy rights), and your provision of your Submissions through and in connection with the Service and the use of your Submissions, Feedback and Product Photos as contemplated by this Agreement are not in violation of any applicable law or any right of any third party (including any intellectual property, publicity, or privacy rights). You further represent and warrant that Company may exercise its rights under this section without liability for payment of any fees, royalties, tariffs, levies, guild fees, residuals, or other payments of any kind, whether payable to a collective rights organization, pursuant to a collective bargaining agreement or otherwise. Without limiting the foregoing, you specifically represent and warrant that you have all rights necessary to grant the licenses granted in this section with respect to any Likeness of a natural person included in your Submissions, Feedback, or Product Photos.

**SUMMARY: YOUR STUFF IS YOUR STUFF! THESE TERMS DO NOT TRANSFER TO US OWNERSHIP OF YOUR RIGHTS IN THE CONTENT THAT YOU POST TO OUR SERVICES. WE WILL NOT USE YOUR PHOTOS FOR OUR MARKETING EFFORTS.**

**MONITORING.** Except to the extent prohibited under applicable law, we may (but have no obligation to) monitor and/or moderate any Forum and monitor, evaluate, alter or remove Submissions before or after they appear on the Service. Except to the extent prohibited under applicable law, we may disclose any personal information regarding the user who made such information available, and the circumstances surrounding their transmission in accordance with any requirement under applicable law, or any request by any law enforcement authority, court or other governmental authority, or otherwise in accordance with our Privacy Policy.

**SUMMARY: WE MIGHT MONITOR OR MODERATE POSTED CONTENT.**

**COMPANY'S PROPRIETARY RIGHTS.** We and our suppliers own the Site, which is protected by proprietary rights and laws. Subject to your compliance with this Agreement, and solely for so long as you are permitted by Company to use the Site, you may view any portion of the Site to which we provide you access hereunder solely for your personal, non-commercial use.

The App is licensed (not sold) to end users. Subject to your compliance with this Agreement, and solely for so long as you are permitted by Company to use the App, we hereby permit you, on a limited, non-exclusive, revocable, non-

transferable, non-sublicensable basis, to install and use the App on a mobile device that you own or control. If you fail to comply with any of the terms or conditions of this Agreement, you must immediately cease using the App and remove (that is, uninstall and delete) the App from your mobile device. You acknowledge and agree that Company may from time to time issue upgraded versions of the App, and may automatically deliver to your mobile device corresponding updates to, or updated versions of, the App. You consent to such automatic upgrades or updates, and agree that the terms and conditions of this Agreement will apply to all such upgrades or updates. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as any terms and conditions separate from this Agreement with respect to any third-party code that may be incorporated in the App.

Our trade names, trademarks and service marks include the following:

#### DATAFORE ANALYTICS

All trade names, trademarks, service marks, and logos on the Service not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion.

Nothing contained on the Service should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

SUMMARY: HERE ARE THE LICENSES THAT WE GRANT TO YOU SO THAT YOU HAVE THE RIGHT TO USE OUR SERVICES (INCLUDING OUR WEBSITE AND APP). DON'T USE OUR TRADEMARKS WITH ANY OTHER PRODUCT OR SERVICE.

THIRD PARTY MATERIALS; LINKS. Certain Service functionality may make available access to materials made available by third parties, including Submissions ("Third Party Materials"), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route, and transmit to you the applicable Third Party Materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, integrity, quality, legality, usefulness, or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading, or deceptive. Nothing in this Agreement will be deemed to be a representation or warranty by Company with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Service at any time. In addition, the availability of any Third Party Materials through the Service does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS



SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS, AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).

SUMMARY: THERE MAY BE THIRD-PARTY MATERIALS AVAILABLE THROUGH OUR SERVICES. WE ARE NOT RESPONSIBLE FOR \_THOSE MATERIALS.

PROMOTIONS. Any sweepstakes, contests, raffles, surveys, games, or similar promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from this Agreement. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with this Agreement, the Promotion rules will govern with respect to that Promotion.

SUMMARY: IF WE OFFER ANY PROMOTIONS, THERE MAY BE PROMOTION-SPECIFIC RULES THAT YOU SHOULD READ.

DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7, THE SERVICE AND ANY PRODUCTS AND THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. COMPANY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICE AND ANY PRODUCTS AND THIRD PARTY MATERIALS TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF BOTH COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "AFFILIATED ENTITIES").

While we seek to maintain the timeliness, integrity, and security of the Service, we do not guarantee that the Service is or will remain updated, complete, correct, or secure, or that access to the Service will be uninterrupted. The Service may include inaccuracies, errors, and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Service. If you become aware of any such alteration, contact us at [help@justprintmypictures.com](mailto:help@justprintmypictures.com) with a description of such alteration and its location on the Service.

SUMMARY: EXCEPT FOR THE LIMITED PRODUCT WARRANTY DESCRIBED ABOVE, OUR SERVICES, PRODUCTS, FEATURES AND APPS ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. AT TIMES THINGS CAN GO WRONG AND THE SERVICES MAY BE INTERRUPTED.

LIMITATION OF LIABILITY.

EXCEPT TO THE EXTENT THAT SUCH EXCLUSION OR LIMITATION IS PROHIBITED UNDER APPLICABLE LAW, COMPANY WILL NOT BE LIABLE

FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, COMPANY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE OR FROM ANY PRODUCTS OR THIRD PARTY MATERIALS.

Notwithstanding the preceding paragraph, if you are a resident of the United Kingdom, the following shall apply to you in lieu of the preceding paragraph: COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, OR LOSSES THAT WERE NOT FORESEEABLE BY YOU OR COMPANY AT THE TIME YOU AGREED TO THIS AGREEMENT, IN EACH CASE UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER THEORY (COLLECTIVELY, "INDIRECT LOSSES"), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, COMPANY WILL NOT BE LIABLE FOR INDIRECT LOSSES RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE OR FROM ANY PRODUCTS OR THIRD PARTY MATERIALS. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICE OR ANY THIRD PARTY MATERIALS IS TO STOP USING THE SERVICE. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH ANY PRODUCTS IS TO RETURN SUCH PRODUCTS IN ACCORDANCE WITH SECTION 7 ABOVE. YOU ARE SOLELY RESPONSIBLE FOR ALL EQUIPMENT AND SOFTWARE THAT YOU USE IN CONNECTION WITH THE SERVICE, INCLUDING ALL MOBILE DEVICES, COMPUTERS, TELEPHONE AND INTERNET SERVICES AND RELATED EQUIPMENT, PHOTOGRAPHIC EQUIPMENT, AND SOFTWARE. THE MAXIMUM AGGREGATE LIABILITY OF COMPANY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE THE GREATER OF (A) THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO COMPANY IN CONNECTION WITH THIS AGREEMENT, AND (B) ONE HUNDRED U.S. DOLLARS (\$100). ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF BOTH COMPANY AND THE AFFILIATED ENTITIES.

Applicable law may not allow for limitations on certain implied warranties, or exclusions or limitations of certain damages; solely to the extent that such law applies to you, some or all of the above disclaimers, exclusions, or limitations

may not apply to you, and you may have certain additional rights. Nothing in this Section 17 is intended to limit or exclude liability where such liability is mandatory under applicable law and arises from the following: (a) in the event of death or personal injury to the extent resulting directly from Company's willful or negligent act or omission of any of its employees or agents; (b) to the extent resulting from any fraudulent misrepresentation on the part of Company; (c) to the extent resulting from any breach of an essential contractual duty; or (d) to the extent arising out of any willful or grossly negligent misconduct on the part of Company. SUMMARY: ALWAYS REMEMBER TO HAVE A BACKUP OF YOUR STUFF.

THIS SECTION LIMITS OUR LIABILITY.

INDEMNITY. Except to the extent prohibited under applicable law, you agree to defend, indemnify, and hold harmless Company and the Affiliated Entities from and against all claims, losses, costs, and expenses (including reasonable attorneys' fees) arising out of (a) your use of, or activities in connection with, the Service (including all Submissions and Feedback) in violation or attempted violation of this Agreement; (b) your violation of any third-party right (including any intellectual property or privacy right); (c) any of your Submissions or Feedback; (d) your violation of any applicable law, rule, or regulation; or (e) any misuse of your unique username, password, or other appropriate access credential for which you are responsible.

SUMMARY: THIS SECTION DESCRIBES WHEN YOU ARE LIABLE TO US IF SOMETHING GOES WRONG.

SUSPENSION AND TERMINATION. This Agreement is effective until your right to use the Service is suspended or terminated. Company may suspend or terminate your right to use the Service at any time for any valid reason. To the extent required by applicable law and if reasonable under the circumstances, Company will seek to provide you with at least twenty-four (24) hours' prior notice or any such suspension or termination, provided that, for the avoidance of doubt, if we believe that you have materially violated this Agreement (including by using the Service to make available any pornographic or otherwise objectionable content), we can immediately suspend or terminate your right to use the Service. Upon any such suspension or termination, your right to use the Service will immediately cease, and Company may, without liability to you or any third party, immediately deactivate or delete your user name, password, and account, and all associated materials, without any obligation to provide any further access to such materials. Sections 2–5, 7–12 and 14–27 will survive any termination of this Agreement.

SUMMARY: THIS SECTION DESCRIBES WHEN WE CAN SUSPEND OR TERMINATE YOUR RIGHT TO USE OUR SERVICES.

GOVERNING LAW; JURISDICTION. This Agreement is governed by and will be construed in accordance with the laws of the State of Colorado, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. You agree to exclusive jurisdiction of the federal and state courts located in the County of Denver, Colorado, U.S.A., and waive any jurisdictional, venue, or

inconvenient forum objections to such courts.

Notwithstanding the foregoing, if you are a resident of the United States, the following will apply with respect to any claim or dispute arising in connection with this Agreement or your use of the Service: EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND COMPANY, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT COMPANY AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS CONSUMER ARBITRATION RULES (CURRENTLY AVAILABLE AT

[HTTPS://WWW.ADR.ORG/AAA/FACES/RULES/SEARCHRULES/RULESDETAIL?DOC=ADRSTAGE2021424](https://www.adr.org/aaa/faces/rules/searchrules/rulesdetail?doc=adrstage2021424)), AS AMENDED BY THIS AGREEMENT. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The applicable governing law will be as set forth in the previous paragraph. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

SUMMARY: THIS SECTION DESCRIBES THE GOVERNING LAW AND THE DISPUTE RESOLUTION PROCESS THAT WILL APPLY IN THE EVENT THAT WE DO NOT RESOLVE ANY ISSUES THROUGH DISCUSSION.

FILTERING. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information

identifying current providers of such protections is available from GetNetWise (<http://kids.getnetwise.org/>) and OnGuard Online (<http://onguardonline.gov/>). Please note that Company does not endorse any of the products or services listed on such sites.

**SUMMARY: IF YOU WANT TO LIMIT ACCESS TO MATERIAL THAT IS HARMFUL TO MINORS, THIS SECTION OFFERS SOME RESOURCES TO FIND OUT MORE.**

**INFORMATION OR COMPLAINTS.** If you have a question or complaint regarding the Service, please send an e-mail to [help@justprintmypictures.com](mailto:help@justprintmypictures.com). You may also contact us by writing to 6 Curity Avenue, Toronto, ON, M4B1X2 CANADA. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. The Service is operated by: Datalore Analytics LTD, 4100 - 66 Wellington Street West PO Box 35, TD Bank Tower Toronto, Ontario, Canada M5K 1B7

**SUMMARY: THIS SECTION TELLS YOU HOW TO CONTACT US.**

**COPYRIGHT INFRINGEMENT CLAIMS.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Service infringe your copyright, you (or your agent) may send to Company a written notice by mail, e-mail, or fax, requesting that Company remove such material or block access to it. If you believe in good faith that someone has wrongly submitted to us a notice of copyright infringement involving content that you made available through our Service, the DMCA permits you to send to Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to Company's DMCA agent as follows: By mail to AU DMCA Agent, 1500 Broadway Suite 300, Oakland, CA 94612, or by e-mail to [legal@justprintmypictures.com](mailto:legal@justprintmypictures.com). You can also reach the Company's DMCA agent at the following phone number: 1-888-249-9889.

We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice.

You may have equivalent rights under other applicable laws.

In accordance with the DMCA and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances, Service users who are deemed by Company to be repeat infringers. Company may also at its sole discretion limit access to the Service and/or terminate the accounts of any Service users who infringe any intellectual property rights of others, whether or not such users are deemed to be repeat infringers.

**SUMMARY: THIS SECTION EXPLAINS HOW TO CONTACT US IF YOU THINK THAT MATERIALS MADE AVAILABLE ON OUR SERVICES INFRINGE YOUR U.S. COPYRIGHT RIGHTS, OR IF YOU THINK THAT SOMEONE HAS WRONGLY SUBMITTED TO US A NOTICE OF U.S. COPYRIGHT**

INFRINGEMENT INVOLVING CONTENT THAT YOU POSTED TO OUR SERVICES. WE MAY TERMINATE REPEAT INFRINGER USER ACCOUNTS.

EXPORT CONTROLS. The App is subject to United States export controls restrictions, including any United States embargoes or other federal rules and regulations restricting exports. We will not knowingly make the App available to you if you are, and you represent, warrant, and covenant that you are not, (a) located in, or a resident or a national of, any country subject to a United States government embargo or trade sanctions (currently Cuba, Iran, Sudan, Syria, and the Crimea region of Ukraine) (see <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> for more information on U.S. sanctions); or (b) on any of the United States government lists of restricted end users (for example, including the “Specially Designated Nationals” list available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

SUMMARY: OUR APP IS SUBJECT TO U.S. EXPORT CONTROLS.

U.S. GOVERNMENT USERS. If the Service is being licensed to or used by the U.S. Government (or any agency thereof), then the Service will be deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable, and any use, reproduction, release, performance, display, or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.

SUMMARY: THIS SECTION INCLUDES TERMS FOR U.S. GOVERNMENT USERS.

MISCELLANEOUS. This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Company. If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer, or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption, section title, or description set forth in a box preceded by “Summary:” contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement will be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and Company relating to the subject matter hereof, and

supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Company relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Service or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for any failure to fulfill any obligation due to any cause beyond its control. To the extent permitted by applicable law, no person or entity that is not a party to this Agreement may enforce any of its provisions.

SUMMARY: THIS SECTION DESCRIBES HOW, AMONG OTHER THINGS, THESE TERMS CAN BE ASSIGNED AND THESE TERMS ARE TO BE INTERPRETED.

APPLE-SPECIFIC TERMS. In addition to your agreement with the foregoing terms and conditions, and notwithstanding anything to the contrary herein, the following provisions apply with respect to your use of any version of the App compatible with the iOS operating system of Apple Inc. ("Apple"). Apple is not a party to this Agreement and does not own and is not responsible for the App. Apple is not providing any warranty for the App except, if applicable, to refund the purchase price for it. Apple is not responsible for maintenance or other support services for the App and will not be responsible for any other claims, losses, liabilities, damages, costs, or expenses with respect to the App, including any third-party product liability claims, claims that the App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the App, including those pertaining to intellectual property rights, must be directed to Company in accordance with the "Information or Complaints" section above. The license you have been granted herein is limited to a non-transferable license to use the App on an Apple-branded product that runs Apple's iOS operating system and is owned or controlled by you, or as otherwise permitted by the Usage Rules set forth in Apple's App Store Terms of Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as your wireless data service agreement. Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and, upon your acceptance of the terms and conditions of this Agreement, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof; notwithstanding the foregoing, Company's right to enter into, rescind, or terminate any variation, waiver or settlement under this Agreement is not subject to the consent of any third party.

SUMMARY: THIS SECTION IS ONLY RELEVANT TO OUR IOS APPS AND THESE ARE TERMS THAT APPLE REQUESTS THAT WE INCLUDE IN THIS

AGREEMENT.

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