

Floteq USA, LLC

Custom Content and Usage Policy

Thank you for reviewing the Floteq USA, LLC and its affiliates and service providers (collectively, “FLOTEQ USA”, “us”, “our”, or “we”) Custom Content and Usage Policy (the “CCUP”). FLOTEQ USA respects the intellectual property and personal rights of others, and we expect our users to do so as well. This CCUP provides terms and guidelines that apply to the text, graphics, designs, materials, and content (“Images”) you create, upload or submit on or through our technology platform and applications or to FLOTEQ USA for the creation of customized product (the “Service”). By using the Service, you agree to comply with this CCUP and you accept liability for any non-compliant Images.

1. Use of Design Tools. The design tools available through the Service uses several elements, including icons, fonts, color schemes, images and design effects. We want you to use the design tools. However, we reserve the right to use and make these elements available to other users. You do not obtain any rights to the design elements (or resulting designs) by creating an Image or including any design on a product. Other users may use the design tools to create similar or identical designs and we do not guarantee that your design will be unique or different from designs created by others. We also do not warrant that designs created using the design tools will not infringe the trademark, copyright or other rights of another party. It is your responsibility to obtain the advice of an attorney regarding whether a design or Image is legally available for use and does not infringe the rights of another party.

2. You are Responsible for Your Images. You are solely responsible for the creation and use of Images, alone or in combination with other Images, that you submit or provide for use on a product. Neither FLOTEQ USA nor any other party involved with the production of any product assumes that responsibility.

By creating or submitting an Image, you represent and warrant that:

- The Image complies with this CCUP and does not infringe upon the rights of any third party, including any patent, copyright, trademark, right of publicity or privacy.
- The Image will not libel or defame any third party.
- You have all rights, consents, and permissions necessary to include the Images on the products.

What does this mean? As a guideline, submit only original work that you have created yourself from original elements or that is freely available for public use, or you are authorized by the organization you represent to use. Do not use images of celebrities or corporate products, nor images, text, or designs that you copied from a website or other source without written permission from the owner. You cannot create a "new" image using elements from images other people have created. You cannot submit or use a quote or a slogan that is substantially the same as something written by someone else. There are more examples provided in this CCUP below.

By creating or submitting an Image, you grant FLOTEQ USA the right to use, reproduce, and transmit the Images in order to: (a) provide the services and products as requested through the Service to fulfill your order, and (b) if applicable, allow members of your organization to use such Images.

3. Code of Conduct.

FLOTEQ USA also expects you to be thoughtful and respectful of others and comply with certain standards of conduct in using the Service and ordering products. Accordingly, you must comply with the following in using the Service:

DO NOT upload or submit any content that:



- Is deceptive, misleading, fraudulent, unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material;
- Promotes illegal activity, encourages conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violates any law;
- Violates the rights of a third party;
- Is offensive, such as content that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual; or
- Harasses or advocates harassment of another person or entity.

FLOTEQ USA production of products does not indicate that FLOTEQ USA approves of the submitted Images, that the Images comply with laws, or that you are released from liability or harm arising from the use of the Images. FLOTEQ USA does not supervise, monitor or pre-screen Images, but we reserve the right to do so at any time and we have the right (but not the obligation) in our sole discretion, to review and remove any Images and/or to refuse to fulfill an order for any reason. We reserve the right to report violations of this CCUP to authorities and to take such action as we determine necessary under the law.

4. Guidelines and Examples of Prohibited Images

Listed below are some examples of the types of images that are prohibited by this CCP. The list is **NOT** exhaustive, and is intended to serve as a guideline and not as legal advice. Remember that although FLOTEQ USA has the right and authority, in its sole discretion, to remove or refuse to create products using Images which FLOTEQ USA believes violates this CCP, you are always fully responsible for Images that you upload to the Service. If you have any questions or doubts about compliance with this CCUP or if an Image may be prohibited or otherwise non-compliant, you should consult an attorney.

Images are prohibited if they may infringe the intellectual property or other rights of someone else, including rights of privacy and personality (EVEN IF THOSE IMAGES ARE MODIFIED IN SOME MANNER). Modification of images may not avoid infringement.

This means:

- NO “UNOFFICIAL” MERCHANDISE. Names, graphics, pictures, or logos that belong to Organizations you are not an authorized representative of, are protected property and cannot be used.
- NO photos, caricatures, or other images or artwork of actors, models, or other celebrities. Content depicting celebrities or individuals in any manner cannot be used, unless expressly authorized by that person. Just because you take a photograph of a person or celebrity does not necessarily give you the right to use that person’s image on a product. This includes cartoon characters as well.

Example: you cannot make products depicting a music artist, celebrity or professional or college sports team simply because you are a fan or run a fan-based website.

- NO use of names, trademarks, logos or slogans of companies or TV shows or movies. Names, logos and slogans or companies or entertainment brands may be protected property and cannot be used.
- NO photos, images or renderings of products. The image of a particular product may be protected property and you cannot use an image of that product as part of a product made through the Service.

There may be exceptions to certain of the above requirements based on principles of fair use or free speech or if you have written permission to use the image for the intended purpose. You will be solely responsible

for ensuring that any such exceptions apply or for providing us with written permission that you have received to use an Image.

Images are also prohibited if they use or contain any of the following:

- words, symbols, or marks signifying hate towards another group of people;
- pornographic or lewd content;
- obscenities, vulgarities, profanity and/or offensive remarks that harass, threaten, defame or abuse others.
- filthy or violent content, or content that is otherwise offensive or in bad taste; or
- content that violates or it prohibited by law.

5. Additional Terms. You agree to indemnify, defend and hold FLOTEQ USA harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from: (a) your breach of this CCUP; (b) any allegation that any Images or other materials you submit to us or transmit to the Service infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other personal or proprietary rights of any third party; and/or (c) your activities in connection with the Service.