



TERMS OF USE

Egraphs App and Egraphs Website

This Agreement sets forth the terms of use of the “Egraphs App” software and Egraphs website. The Egraphs App enables the creation of authenticated autographed or personalized media in digital or electronic format (“egraphs”) and facilitates the sale and distribution of such media in e-commerce through the Egraphs Website and other potential distribution channels. Access to the Egraphs App is available to celebrities and other public personalities (“Celebrities”) approved by Celebrity Marketplace LLC. The Egraphs App and website are owned by Celebrity Marketplace LLC. This Agreement transfers no ownership rights in the Egraphs App or Egraphs website to Celebrity.

1. Acceptance of Terms of Use

The right and ability to use the Egraphs App requires compliance with all of our terms and conditions, as such terms and conditions may be amended or modified from time to time, with or without notice to you. Each time you access the Egraphs App, you are accepting the current version of the terms of use and any other applicable terms (or re-affirming your previous acceptance if the terms of use or other terms have not changed). We reserve the right to terminate Celebrity’s use of our service and disable the Egraphs App at any time, for any reason or for no reason, in our sole discretion. Similarly Celebrity may terminate use of our service at any time and for any reason.

2. Authenticity

Celebrity expressly acknowledges and agrees that authentication and verification of the Egraphs distributed through the Egraphs App is critical to the success and credibility of Celebrity Marketplace’s business and any action by Celebrity that circumvents or undermines the authenticity of the egraphs provided by Celebrity through the Egraphs App will cause irreparable damage to Celebrity Marketplace for which Celebrity will be liable. Celebrity represents and warrants that Celebrity has properly represented his or her identity to Celebrity Marketplace. Celebrity Marketplace is expressly relying upon the representations made by Celebrity in this Agreement regarding the authenticity of all egraphs supplied or sold by Celebrity through the Egraphs App, as hereinafter set forth.

3. How to Use our Service

a. To enable and utilize the Celebrity Marketplace service, Celebrity will need to download the Egraphs App and follow the instructions on the home screen to create the voice

and signature samples that will be used to authenticate and verify Celebrity's Egraphs. Celebrity agrees and expressly represents and warrants that Celebrity will personally provide his or her signature and voice authentication information and will not in any way assist, enable or utilize any other person or technology to provide personalized or autographed media on Celebrity's behalf through the Egraphs website or Egraphs App. Each egraph will be made by Celebrity's own hand, constituting unique and original autographed or personalized media.

b. The Egraphs App allows for the autograph or personalization of photos and other media (i.e., egraphs) that are (i) supplied and licensed by Celebrity Marketplace LLC, (ii) supplied by the customer or user (the "Customer") or (iii) supplied directly by Celebrity. Celebrity acknowledges that Celebrity Marketplace LLC does not control or endorse the photos and other media that Celebrity and Customers supply and has no obligation to monitor content uploaded to the Egraphs Website; however, Celebrity Marketplace reserves the right to review such materials and to remove any in its sole discretion. If Celebrity supplies photos or other media, Celebrity expressly waives any and all rights of privacy and publicity with respect to the image and understands that Celebrity Marketplace may need to make copies, change the format, transcode or otherwise process content posted in order to provide the Egraphs services. All images and all Egraphs distributed through the Egraphs App or Egraphs website shall not violate the intellectual property rights of any third party, including copyright, trademark, publicity and privacy rights, and shall not be lewd, libelous, offensive, or otherwise violate the policies of Celebrity Marketplace as established from time to time.

c. Celebrity shall specify the number of egraphs available, the time period for which it will be available, and the price of the egraph, all subject to the approval of Celebrity Marketplace. Celebrity agrees to use Celebrity's best efforts to fulfill all orders, including any personal message requested by Customer, Celebrity signature, and authentication, within 72 hours of the close of the time period for ordering said egraphs. Accordingly, Celebrity shall use reasonable efforts to announce the availability of Egraphs during periods of time where Celebrity is available to fulfill the order within the above-specified time period. Celebrity shall at all times retain the right to reject individual orders that Celebrity reasonably determines are inappropriate or offensive.

d. Celebrity Marketplace shall have the right to promote and feature Celebrity's media and content on the Egraphs website and in other promotional materials and otherwise identify Celebrity as a participant in Celebrity Marketplace's e-commerce programs and offerings. Celebrity hereby grants Celebrity Marketplace a non-exclusive, worldwide, royalty free, license to use, perform and display Celebrity's image, name, persona, or other content or indicia affiliated with Celebrity, as well as any offered egraphs, on the Egraphs website and in other promotions of its products and services. Celebrity Marketplace may make use of such rights so long as a Celebrity remains active with Celebrity Marketplace regardless of whether Celebrity is currently offering egraphs through the Egraphs App or Egraphs website. Celebrity may notify Celebrity Marketplace at any time if Celebrity no longer wishes to participate in the Celebrity Marketplace e-commerce program at which time the rights and license granted

pursuant to this Agreement shall terminate, including the Celebrity's right to use the Egraphs App.

e. Customers purchasing Celebrity's egraphs shall have the right to utilize and share all Egraphs in accordance with the policies of Celebrity Marketplace as modified from time to time. Such use shall be for personal purposes only. Customers will not be permitted to use Egraphs for commercial exploitation, provided, however, customers will have a right of resale. A Customer's ability to use the Egraphs image purchased through the Egraphs Website shall be perpetual.

f. In the event that Celebrity learns of any infringement of his or her rights, or the rights of Celebrity Marketplace, Celebrity agrees to promptly notify Celebrity Marketplace of such infringement by return receipt email to Gabe Kapler at Gabe@egraphs.com.

4. Pricing and Revenue Sharing

Pricing for all egraphs made available by Celebrity shall be set by Celebrity subject to minimums established by Celebrity Marketplace from time to time and at all times subject to the approval of Celebrity Marketplace. Pricing for ancillary components such as framed copies, novelty items and the like shall be set by Celebrity Marketplace. Net revenue for all purchases through the Egraphs website, including ancillary components and secondary market sales, shall be shared 60% for Celebrity and 40% for Celebrity Marketplace. All billing and collection shall be handled by Celebrity Marketplace. Celebrity Marketplace will remit to Celebrity, Celebrity's revenue share on a monthly basis (net of any refunds and returns in accordance with Celebrity Marketplace's policies) together with appropriate backup documentation reflecting sales. Net revenue in the context of ancillary components such as framing and the like shall mean the gross charges for such ancillary component less Celebrity Marketplace's cost of goods sold (including any applicable sales taxes, shipping and handling, credit card fees, and third-party royalties). Net revenue in the context of secondary market sales such as the resale of an egraph by a customer through the Egraphs website and the like shall mean the fees collected by Celebrity Marketplace on such sale. All pricing and revenue share shall be subject to change upon 60 days advance notice to Celebrity.

5. Representations and Agreements of Celebrity

a. Celebrity agrees to comply with the terms and conditions of this Agreement and the general policies and terms of use for the Egraphs App or Egraphs website as established by Celebrity Marketplace and as modified from time to time with or without notice to Celebrity.

b. Celebrity shall use Celebrity's best efforts to ensure that all egraphs and related content provided by Celebrity through the Egraphs App and marketed on the Egraphs website do not violate the copyright, trademark, publicity, privacy, or proprietary rights of any third party or any applicable law. Celebrity expressly represents and warrants that all content provided by Celebrity and sold or distributed through the Egraphs App are either (i) original to Celebrity or (ii) licensed to Celebrity for the purposes contemplated under this Agreement, and

in all events such content may be utilized as contemplated under this Agreement without infringing or otherwise violating the intellectual property rights of any third party.

6. Restrictions on Use

In accessing and using the Egraphs Website and the Egraphs App, Celebrity may not: (a) circumvent or undermine the authenticity of the egraphs provided by Celebrity, or create a false identity for the purpose of misleading others, (b) engage in, facilitate or further any unlawful conduct, (c) use the Egraphs App in a way that harms Celebrity Marketplace or our advertisers, affiliates, vendors or customers, (d) defame, abuse or otherwise violate the legal rights (such as rights of privacy and publicity) of others, (e) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful photos, material or information, (f) supply or use any material or information, including images, photos or other content, which (i) in any manner infringes any copyright, trademark, service mark, patent, trade secret, or other proprietary right of any party, or (ii) Celebrity knows or reasonably should know cannot be legally reproduced, displayed or distributed, (g) falsify or delete any copyright information, legal or other notices, or proprietary designations or labels, of the origin or source of photos or other media, (h) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or any other similar software or programs that may damage the operation of the Website or the Egraphs App or another's computer or property, (i) reverse engineer, transfer, sub-license or reproduce the Egraphs App, or (j) violate any applicable laws or regulations.

7. Indemnification

Celebrity agrees to indemnify, defend and hold harmless Celebrity Marketplace, its officers, directors, employees, agents, affiliates, and licensees from and against any judgment, losses, deficiencies, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with or arising from any claim, demand, suit, action, or proceeding arising out of any breach of this Agreement by Celebrity or in connection with Celebrity's use of the Egraphs App or the Egraphs Website, including but not limited to any and all claims or losses based on copyright infringement, trademark infringement, publicity or privacy violations, libel or defamation with respect to content provided by Celebrity.

8. Limitation on Liability

In no event shall Celebrity Marketplace be liable for any injury, loss, claim, or damages (including indirect, special, exemplary, punitive, incidental, or consequential damages) of any kind, whether based in contract, tort, or otherwise, which arises out of or is in any way connected with (i) any use of the Egraphs app, the Egraphs website, or its content, (ii) any failure or delay (including, but not limited to, the use or inability to use any component of the Egraphs app or the Egraphs website, even if Celebrity Marketplace has been advised of or might otherwise be aware of the possibility of such damages.

9. Warranty Disclaimer

Celebrity Marketplace provides the Egraphs Website and the Egraphs App “as-is,” “with all faults,” and “as available.” Celebrity Marketplace gives no express warranties, guarantees, or conditions under or in relation to the Egraphs services, this Agreement or its subject matter. We exclude any implied warranties or conditions, including those of merchantability, fitness for a particular purpose, workmanlike effort and non-infringement.

10. Privacy and Personal Information

To operate and provide the Egraphs App services, Celebrity Marketplace collects certain information about Celebrity. We use and protect that information as described in our Privacy Statement, which is incorporated in this Agreement by reference.

11. Independent Contractor

Celebrity is an independent contractor. This Agreement creates no employment or agency relationship. Neither party is authorized to make any representations or commitments to third parties concerning the other.

12. Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regards to its principles of conflicts of law.

Accepted and agreed:

By: _____
Name: _____