

CRATE2CREATE.COM END-USER CONTENT LICENSE AGREEMENT (Hereinafter referred to as the "Agreement" or "EULA")

This site is owned and operated by Big Resources, Inc., the parent company of Crate2Create.com. This Agreement is made by and between Crate2Create.com, a wholly owned subsidiary of Big Resources, Inc., (otherwise listed herein as "Crate2Create.com", the "Site", "We", or "Us") and the purchaser (otherwise listed herein as "You" or "Your") who creates an account or makes a purchase for the right to access, acquire, and use Products from Crate2Create.com. This Agreement governs the terms by which members and clients of Crate2Create.com obtain the right to use products and materials (hereinafter referred to as the "Products") from our Website and will constitute and be defined as templates, complete crates, build your own crates, full flash sites, 3D animations, interfaces, logos, corporate identity kits, product boxes, e-book covers, flyers, promotional products, mascots, banners, CMS skins, abstract backgrounds, postcards, flash intros, illustrations, buttons, PowerPoint presentations, brochures, menus, icons, newsletters, MP3 music and sound library files, CD cover and labels, and any other product, design, layout or other media represented on Crate2Create.com as provided by members of the Crate2Create.com community through the Site. This Agreement is in addition to the Terms of Use applicable to the Site and to the Membership Agreement that all persons providing content to or downloading content from the Site have previously entered into. *In the event of any inconsistency between this Agreement, the Terms of Use and the Membership Agreement (both of which are incorporated into this Agreement by reference), the terms of this Agreement shall govern.*

RECITALS

This Agreement contains important provisions governing your rights and responsibilities. Please carefully read, review and be sure you understand our EULA prior to downloading or using any of the materials or Products from Crate2Create.com as your selection of the correct box at the end of this Agreement and insertion of "I Agree" by typing the same in the applicable box, or your access or download of any Product from the Site, or you otherwise signify your acceptance, explicitly confirms you accept this Agreement either for yourself, or on behalf of your employer, or the entity that is identified as the account holder, and affirmatively agree to be bound by its provisions as outlined herein, and as listed elsewhere within the Site. In further words, your purchase or use of any of the Crate2Create.com Products, memberships, or services, and use of the Site available therein identifies that you agree to this Agreement and to be bound by the terms and conditions of this Agreement accordingly. If you are accepting this EULA on behalf of your employer or the entity that is the account holder or any other party other than yourself, you represent and warrant that you have full legal authority to bind your employer, such other entity, or other identified party. You should carefully read all of our terms and conditions as your purchase or use of any Crate2Create.com product(s), membership, or services and use of the Site and any materials or products available herein identifies that you agree to the following EULA and that you agree to be bound by these terms and conditions accordingly. If you do not have such authority, do not accept the Agreement and do not download the Products. If you do not agree to these terms then you should leave the Site immediately, not accept the Agreement, not use or download any of the Products available herein, and/or not subscribe to this service.

This Agreement is made by and between Crate2Create.com, a wholly owned subsidiary of Big Resources, Inc. (otherwise listed herein as "Crate2Create.com", the "Site", "We", or "Us") and the purchaser (otherwise listed herein as "You" or "Your") who creates an account or makes a purchase for the right to access, acquire, and use Products from Crate2Create.com. In this Agreement "Crate2Create.com", the "Site", "We", or "Us" shall mean Big Resources, Inc. and Crate2Create.com, operator of the Site; "You" or "Your" shall mean you or, if you are accepting on behalf of your employer, the entity that is the account holder, or any other party other than yourself, then "You" or "Your" shall mean that employer, entity, or other party, and affiliates; and "Product" or "Products" shall mean templates, complete crates, build your own crates, full flash sites, 3D animations, interfaces, logos, corporate identity kits, product boxes, e-book covers, flyers, promotional products, mascots, banners, CMS skins, abstract backgrounds, postcards, flash intros, illustrations, buttons, PowerPoint presentations, brochures, menus, icons, newsletters, MP3 music and sound library files, CD cover and labels, and any other product, design, layout or other media or other material represented on Crate2Create.com that you are downloading from the Site, with any accompanying material.

END-USER CONTENT LICENSE AGREEMENT TERMS:

1. LIMITED USAGE GRANTED AS DEFINED BELOW: Crate2Create.com hereby grants You a perpetual, worldwide, non-exclusive, non-transferable, revocable license to utilize the Products for the Permitted Uses (as defined below) and in accordance with the terms outlined throughout this Agreement from Crate2Create.com as offered through Crate2Create.com's collection available at <http://www.Crate2Create.com>. Please note that unless the activity or use is a Permitted Use, you cannot do it. All other rights in and to the Products, including, without limitation, all copyright and other intellectual property rights relating to the Products, are retained by Big Resources, Inc., Crate2Create.com, or the supplier of the Products, as the case may be.

1.1 Permitted End-User Content License Uses:

- (i) For each Product that you purchase from the Site, You are granted a non-exclusive, non-transferable, revocable, one-time use, one-person license to utilize that Product for You, Your client, Your employer, or other entity website ONLY after completed and accepted payment of the Product purchase and/or registration fees. In further words, you may install and use the Products in only one location and said installation and use shall constitute Your utilization of the license purchased for that Product. You may physically transfer the Product and its archives from one location to another, in which case you may use the Product at the new location instead. However, if you require the Product to be in more than one location or accessible by more than one person, you must purchase a new license for that Product and download the Product from the Site for each use of that Product. You may make one (1) copy of the Product solely for back-up purposes, and you must reproduce all proprietary notices on this single back-up copy.
- (ii) Subject to the restrictions described under Prohibited Uses below, the following are "Permitted Uses" of Products:
 - a.) advertising and promotional projects, including printed materials, product packaging, presentations, film and

- video presentations, commercials, catalogs, brochures, promotional greeting cards and promotional postcards (ie. not for resale or license);
 - b.) entertainment applications, such as books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast and theatrical presentations;
 - c.) on–line or electronic publications, including web pages; prints, posters (i.e. a hardcopy) and other reproductions for personal use or promotional purposes specified in (a) above, but not for resale, license or other distribution; and any other uses approved in writing by Crate2Create.com.
- (iii) The use of the Products permitted under this Section 1.1 does not extend to any activity or use that is strictly prohibited under Section 1.2 or elsewhere in this Agreement. Any violation of this provision of Your EULA will be considered a breach of Your EULA, resulting in the immediate suspension of Your account, revocation of each license purchased for each Product prior to the breach, resulting in the requirement that each Product be immediately removed from all locations where the Product(s) are located and deletion of all Crate2Create.com Products within Your possession. Crate2Create.com further retains any and all rights to pursue any such violation via both civil and criminal proceedings and seek the maximum monetary damages from all parties involved in said violation of Crate2Create.com's and Big Resources, Inc.'s intellectual property rights and Your EULA.

If there is any doubt that a proposed use is a Permitted Use, you should contact Crate2Create.com for guidance. Any use of the Products that is not a Permitted Use shall constitute infringement of copyright.

1.2 Prohibited End-User Content License Uses: You may not do anything with the Product(s) that is not expressly permitted in the preceding section or as permitted elsewhere within this Agreement.

- (i) At no time may You provide access to Your account to any other party or individual, including co-workers, colleagues, employees, family, friends, and the like. You may not sub-license, assign, or transfer Your license to any other individual, party or entity without prior written consent from Us. Each Product purchase is sold with a one-time, one-person license and this license is not transferable to any other party at any time, except as expressly identified herein. Therefore, any business, association, enterprise, corporation, company, or the like employing more than one individual that would require the use of or access to the Crate2Create.com Product purchased in any manner or for any purpose must purchase an individual license for that Product for each employee requiring such utilization of the Product. This requirement does not change due to replacement or termination of the employee the license was previously purchased for either by the employer directly or by the employee on behalf of his employer. There are no

- exceptions to this provision and account sharing, Product sharing, or allowing anyone access to Your one-person account for any reason is strictly prohibited and, as all accounts are monitored, any such activity will result in the immediate termination of Your granted license to any Product purchased from the Site to which no credit or refund will be provided.
- (ii) Your purchase of a Crate2Create.com Product does not allow You to: distribute, share, sell, or give away any of the Products at any time for any reason, except as expressly authorized in the Section 1.1 of this Agreement; sell, distribute, or display the Products modified, unmodified, or otherwise via online auctions, an online catalog system, any automatic selling system, archive, media disk; distribute the Products to friends, acquaintances, colleagues, co-workers or distribute the Products in any other manner for free or for payment; distribute the Products electronically or in hard copy, except as expressly authorized in the Section 1.1 of this Agreement; place any of the Products, modified or unmodified on a diskette, CD, website or any other medium or archive and offer them for redistribution or resale of any kind without prior written consent as provided by Crate2Create.com's parent company Big Resources, Inc.
 - (iii) You may only use the Product for those advertising, promotional and other specified purposes which are Permitted Uses (as defined above). For clarity, you may not use the Products in any material created or available for resale, license or other distribution, unless the original Product has been fundamentally modified or transformed sufficiently that it constitutes an original work entitling the author or artist to copyright protection under applicable law, and where the primary value of such transformed or derivative work is not recognizable as the Product nor is the Product capable of being downloaded, extracted or accessed by a third party as a stand-alone file (satisfaction of these conditions will constitute the work as a "Permitted Derivative Work" for the purposes of this Agreement). If there is any doubt that a work is a Permitted Derivative Work, you should contact Crate2Create.com for guidance. Any use of the Product(s) that is not a Permitted Use shall constitute infringement of copyright.
 - (iv) You may not use the Products in design template applications intended for resale, whether on-line or not, including, without limitation, website templates, Flash templates, business card templates, electronic greeting card templates, brochure design templates, flyer templates, menu templates, promotional product templates.
 - (v) You may not incorporate the Products in any material that results in a re-distribution or re-use of the Product (such as print product template sites, web templates and the like) or is otherwise made available in a manner such that a person can extract or access or reproduce the Product as an electronic file.
 - (vi) You may not use the Product in a fashion that is considered by Crate2Create.com or Big Resources, Inc. as or under applicable law is considered pornographic, obscene, immoral, infringing,

- defamatory or libelous in nature, or that would be reasonably likely to bring any person or property reflected in the Product into disrepute. You are not permitted to use the Products in a manner that would violate the legal rights and entitlements of any other person or entity or policies affirmatively declared by another person or entity.
- (vii) You may not, to the extent that source code is contained within the Product, reverse engineer, decompile, or disassemble any part of such source code; remove any notice of copyright, trade-mark or other proprietary right from any place where it is on or embedded in the Product; sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Product or the rights granted under this Agreement.
 - (viii) You may not install and use the Products in more than one location at a time or post a copy of the Product on a network server or web server for use by other users;
 - (vix) You may not use or display the Products in an electronic format that enables it to be downloaded or distributed via mobile devices or shared in any peer-to-peer or similar file sharing arrangement.
 - (x) You may not use the Products for editorial purposes without including the following credit adjacent to the Content: "©Crate2Create.com/Big Resources, Inc./Artist's Member Name].
 - (xi) You may not use any download software, internet accelerators, or other similar software or automated programs to access or download any content, materials or Products from the Website at any time.
 - (xii) You may not claim ownership of the Products or indicate, intimate, or suggest that You designed the Products from Crate2Create.com
 - (xii) You may not include or bundle the Products with Your products or services and sell them. This includes, but is not limited to, excluding you from placing the Products in whole or in part in any type of software, whether online or offline, content management system, hosting control panel or any other site builder type programs.
 - (xiv) You are not permitted to offer Crate2Create.com Products to any party, in whole or in part, as any type of incentive, promotion, free add-on or inclusion as part of any hosting, software, or other type of products or services that You offer.
 - (xv) The use of the Products permitted under Section 1.1 does not extend to any activity or use that is strictly prohibited under this Section 1.2 or elsewhere in this Agreement. Any violation of this provision of Your EULA will be considered a breach of Your EULA, resulting in the immediate suspension of Your account, revocation of each license purchased for each Product prior to the breach, resulting in the requirement that each Product be immediately removed from all locations where the Product(s) are located and deletion of all Crate2Create.com Products within Your possession. Crate2Create.com further retains any and all rights to pursue any such violation via both civil and criminal proceedings and seek the maximum monetary

damages from all parties involved in said violation of Crate2Create.com's and Big Resources, Inc.'s intellectual property rights and Your EULA.

If there is any doubt that a proposed use is a Prohibited Use, you should contact Crate2Create.com for guidance. Any use of the Products that is not a Permitted Use shall constitute infringement of copyright.

2. **MODIFICATIONS:** You are authorized to make any necessary modification(s) to our Products to fit your purposes, except as expressly prohibited in Section 1.2 of this Agreement or articulated elsewhere within said Agreement.
3. **UPDATES:** All efforts are made to include only Products in the Crate2Create.com collection that conform with the latest version available of the software applications used to create the Products. However, Crate2Create.com provides no guarantee or warranty, express or implied, that the Products currently available will run with past, present, or future versions of software applications used to modify and utilize the Products.
4. **OWNERSHIP:**
 - 4.1 You understand that the Products are copyrighted and owned by Crate2Create.com and Big Resources, Inc., its licensors, or its Product sources ONLY, and any unauthorized use of any of the Products by You may be an infringement upon said copyright(s).
 - 4.2 You may not claim intellectual or exclusive ownership to any of the Products, modified or unmodified. All Products are the sole and exclusive property of Crate2Create.com and Big Resources, Inc., its licensors, or Product sources respectively.
 - 4.3 You acknowledge that Crate2Create.com contains Products that are protected by copyright, trademark, or other intellectual proprietary rights and, as such, You may not transfer or sell, reproduce, create derivative works from, distribute, or in any way exploit any of these Products, in whole or in part, except as expressly authorized by this Agreement or with express written consent from an authorized representative of Crate2Create.com or Big Resources, Inc.
 - 4.4 All Products downloaded from Crate2Create.com are licensed to You by Crate2Create.com and/or Big Resources, Inc. and downloading the Products does not transfer any title from these Products to You, or any intellectual property rights therein to You.
 - 4.5 The design and layout, as well as all Products provided on Crate2Create.com, or of any other website owned, operated, licensed or controlled by or associated with Big Resources, Inc., are protected by the United States and International copyright, trademark, patent, and other intellectual property proprietary rights and may not be copied or imitated in whole or in part.
5. **REFUNDS:** Once You have downloaded an item from Crate2Create.com, and/or an item has been purchased for physical delivery from Crate2Create.com, we cannot offer a refund, which You are held responsible for understanding upon placing Your order with Crate2Create.com. The

reason for this policy is because we offer intangible irrevocable digital Products and as such, there is no way for our Products to be returned. As such, all license fees are non-refundable and Your payment for a Crate2Create.com Product indicates Your acceptance of this provision.

6. CRATE2CREATE.COM'S REVIEW OF USER ACCOUNTS. You understand and agree that Crate2Create.com may, in its sole discretion:

- 6.1 Monitor Your download activity from Crate2Create.com as often as Crate2Create.com determines under its sole discretion for any reason and for any violation of this Agreement.
- 6.2 Investigate any abuse of Your username and password in connection with the Crate2Create.com website or in connection with this Agreement.
- 6.3 Take the appropriate action to investigate all potential abuse, which can lead to contacting the individual involved with the violations, account suspension, account termination, or other actions deemed necessary depending on the nature and severity of the violations, if We are unable to confirm the validity of the activity.
- 6.4 Revoke and void any license acquired for a Product and/or terminate Your account immediately for any violation of this Agreement, or other activity in violation of any prohibited provision as articulated on the Crate2Create.com website, without notice. If Your license and/or account is terminated for any violation of this Agreement and/or abuse of Your username, password, or account, and/or the Products, You lose all rights to the Products, and You must IMMEDIATELY delete any and all Products obtained prior to this termination, and forfeit all fees paid.
- 6.5 Refuse Your application to create an account or become a member of Crate2Create.com or suspend, terminate or restrict Your membership at any time.
- 6.6 Crate2Create.com reserves the right to refuse, cancel, or suspend service at its sole discretion.

7. TERM OF AGREEMENT:

- 7.1 This Agreement is effective until it is terminated. You can terminate this Agreement by destroying the Products and any Permitted Derivative Works, along with any copies or archives of it or accompanying materials (if applicable), and ceasing to use the Products for any purpose. The Agreement also terminates without notice from Crate2Create.com if at any time you fail to comply with any of its terms. Upon termination, you must immediately (i) cease using the Products and for any purpose; (ii) destroy or delete all copies and archives of the Products or accompanying materials; and (iii) if requested, confirm to Crate2Create.com in writing that you have complied with these requirements.
- 7.2 Crate2Create.com reserves the right to elect at a later date to revoke or amend the license granted by this Agreement and replace the Products with an alternative for any reason. Upon notice, sent to the address or contact information provided by You for Your member account, or such other address as You may advise us in writing to use, from time to time, of such replacement, the license for the replaced

Product(s) immediately terminates for any materials that do not already exist or remain in existence, and this license automatically applies to the replacement Product(s). You agree not to use the replaced Product(s), or any Permitted Derivative Works, for future products and to take all reasonable steps to discontinue use of the replaced Product(s), or any Permitted Derivative Works, in products that already exist.

8. ASSUMPTION OF RISK: You expressly agree that the use of any and all Products distributed by Crate2Create.com and available as part of the Crate2Create.com collection and website is done so solely at Your own risk. Neither Crate2Create.com nor Big Resources, Inc. warrant or guarantee that Products on Crate2Create.com are free from copyright or other intellectual property concerns.

9. LIMITATION OF REPRESENTATIONS & WARRANTIES:

9.1 The Site acts as an exchange of Products between those who provide Products to the Site and those who wish to use such Products. Crate2Create.com grants no rights and makes no warranties regarding the use of names, people, trademarks, trade dress, patented or copyrighted designs or works of art or architecture or other forms of intellectual property represented in any Product. While we have made reasonable efforts to correctly categorize and keyword the Products, Crate2Create.com does not warrant the accuracy of such information.

9.2 THE PRODUCTS ARE MADE AVAILABLE TO YOU "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." CRATE2CREATE.COM, ITS EMPLOYEES, DIRECTORS, AND OFFICERS, AND ANY OTHER AUTHORIZED REPRESENTATIVE OF CRATE2CREATE.COM AND BIG RESOURCES, INC. MAKE NO REPRESENTATION, WARRANTY, OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CRATE2CREATE.COM FURTHER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT YOUR USAGE OF CRATE2CREATE.COM WILL BE UNINTERRUPTED, THAT THE CONTENT AND THE PRODUCTS CONTAINED IN THE SITE WILL BE FREE FROM ERRORS, INTERRUPTIONS, OMISSIONS, DEFECTS, ERROR FREE OF COMPUTER VIRUSES, OR OTHER DAMAGING MATERIALS, OR THAT CRATE2CREATE.COM OR BIG RESOURCES, INC. WILL CORRECT ANY ERRORS, OMISSIONS OR DEFECTS. CRATE2CREATE.COM DOES NOT REPRESENT OR WARRANT THAT THE PRODUCTS WILL MEET YOUR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCTS IS WITH YOU. SHOULD THE PRODUCT(S) PROVE DEFECTIVE, YOU (AND NOT CRATE2CREATE.COM OR BIG RESOURCES, INC.) ASSUME THE ENTIRE RISK AND COST OF ALL NECESSARY CORRECTIONS. WHEN YOU LOGIN TO YOUR ACCOUNT, PURCHASE A PRODUCT, AND/OR UTILIZE A PRODUCT, YOU DO SO AT YOUR OWN RISK.

10. LIMITATION OF LIABILITIES & WARRANTIES:

- 10.1 Crate2Create.com's entire liability and your exclusive remedy, with respect to any claims arising out of your use of the Products, or out of your actions in downloading the Products, shall be as follows:
- (i) You may, upon request to Crate2Create.com, be permitted to download the Product again, at a location Crate2Create.com will provide for you, OR
 - (ii) Under Crate2Create.com's sole and absolute discretion, elect to refund the fee actually paid by you for a Product if Crate2Create.com determines that you have been unable to download the Product successfully.
- 10.2 IN NO EVENT SHALL CRATE2CREATE.COM OR BIG RESOURCES, INC., OR CRATE2CREATE.COM'S OR BIG RESOURCES, INC.'S JURIDICAL PERSON, OR ANY OF ITS AFFILIATES OR PRODUCT PROVIDERS OR THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, LICENSERS, SUPPLIERS, DISTRIBUTORS, SHAREHOLDERS, PARTNERS, OR AGENTS OR OTHER AUTHORIZED REPRESENTATIVE OF CRATE2CREATE.COM OR BIG RESOURCES, INC. BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR ECONOMIC DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, WHATSOEVER, ARISING OUT OF THE USE, OR INABILITY TO USE, THE PRODUCTS OR IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE CONTENT, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.
- 10.3 IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CRATE2CREATE.COM, BIG RESOURCES, INC., AND ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARTNERS, LICENSERS, SUPPLIERS, DISTRIBUTORS, OR OTHER AUTHORIZED REPRESENTATIVES UNDER THIS AGREEMENT, THE LICENSE PROVIDED HEREUNDER, OR THE USE OR EXPLOITATION OF ANY OR ALL OF THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY YOU TO CRATE2CREATE.COM UNDER THIS AGREEMENT IN RESPECT OF THE USE OF THE RELEVANT CONTENT.
- 10.4 You agree that Crate2Create.com and Big Resources, Inc. are not responsible and shall not be held liable to You or any other party for any threatening, defamatory, obscene, offensive, or illegal conduct or speech of any other party or any infringement or violation of another's rights, including, but not limited to, intellectual property rights, rights of publicity, or rights of privacy.
- 10.5 You agree that Crate2Create.com and Big Resources, Inc. are not responsible for, and shall have no liability to You with respect to any information, product, or service offered by others who are linked to the Crate2Create.com Site. Crate2Create.com shall not be liable for any damages allegedly sustained in connection with or arising from Your

use of said information, products, or services. In further words, You understand that Crate2Create.com will not be held accountable for any external links that originate on Crate2Create.com.

- 11. INDEMNIFICATION:** You agree to fully indemnify, hold harmless and defend at Your own expense Crate2Create.com, Big Resources, Inc., its Product Providers, and its affiliates, and their employees, directors, officers, affiliates, shareholders, partners, agents, and any other authorized representative (collectively, the "Crate2Create.com Parties") from and against any and all claims, liability, costs, losses, damages, expenses, including attorneys' fees and expenses incurred by any Crate2Create.com Party as a result of or in connection with any breach by You or anyone acting on Your behalf of any of the terms of this Agreement, or arising in connection with Your use of the Crate2Create.com Products, the Site or in connection with any breach of any of the terms of this Agreement.

12. GENERAL

- 12.1 **Advisement.** You specifically agree and acknowledge that you have, in addition to the terms of this Agreement, reviewed and accepted the terms of the Membership Agreement and Terms of Use and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement You agree to be bound by them. Further, You hereby acknowledge that You have a) read this Agreement; b) have been provided a full and ample opportunity to study it; c) have been hereby advised in writing to consult with an attorney prior to your selection of the correct box at the end of this Agreement and insertion of "I Agree" by typing the same in the applicable box, your download of any Product from the Site, or otherwise signifying your acceptance, explicitly confirm you accept this Agreement either for yourself, or on behalf of your employer, or the entity that is identified as the account holder, and affirmatively agree to be bound by its provisions; and d) that signing this Agreement is voluntarily, without coercion, and with full knowledge. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND CRATE2CREATE.COM, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND CRATE2CREATE.COM RELATING TO THE SUBJECT OF THIS AGREEMENT.

- 12.2 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Florida and the federal laws of the United States of America without regard to conflicts of laws principles and specifically excluding the provisions of the United Nations Convention on the International Sale of Goods. Any legal action or proceeding arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be proper only in the state and federal courts located in Pasco County in the state of Florida, United States of America. You consent to service of any required notice or process upon you by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time the Product(s) was downloaded, or such other address as you may advise us in writing to use, from time to time. By

- execution this Agreement, You hereto accept for Yourself and in respect of Your property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts.
- 12.3 **Assignment.** This Agreement is personal to you and you may not sell, transfer, assign, delegate, subcontract, attempt to assign, nor otherwise transfer any right or obligation arising out of this Agreement without Crate2Create.com's prior written consent. Crate2Create.com may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.
- 12.4 **Notices.** Any notices, demands or consents required or permitted under this Agreement will be in writing and shall be either (a) personally delivered, (b) sent by facsimile, (c) sent by email or (d) sent by prepaid registered or certified mail, return receipt requested, addressed to the address or contact information provided by you at the time the Product(s) was downloaded, or such other address as you may advise us in writing to use, from time to time.
- 12.5 **Severability.** If all or part of any provision of this Agreement is adjudicated as wholly or partially illegal, invalid, or unenforceable by any court, tribunal, administrative body, or government authority of competent jurisdiction such provision shall, to the extent required, be deemed stricken from this Agreement and all other terms within the Agreement shall survive and remain in full force and effect as if the stricken terms were not a part of the original Agreement. You and Crate2Create.com agree to execute such documents as may be necessary to preserve the intent of the parties and the enforceability of the non-stricken terms in such a situation.
- 12.6 **Waiver.** Crate2Create.com's or Big Resources, Inc.'s failure or neglect to insist upon or enforce strict performance, at any time, of any of the provisions of this Agreement will no be construed or deemed to be a waiver of any rights, remedies, or claims (legal or equitable) hereunder nor in any way affect the validity, in whole or any part, of this Agreement or prejudice the rights to take subsequent action.
- 12.7 **Fees.**
- (i) You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the Products, pursuant to this Agreement.
 - (ii) You agree to reimburse Crate2Create.com and/or Big Resources, Inc. for its legal fees, costs and disbursements if Crate2Create.com and/or Big Resources, Inc. is successful in enforcing any of its rights under this Agreement including, without limitation, in connection with any action to collect payment. Further, if an action is commenced to seek a determination or enforce any of the provisions of this Agreement with any court or regulatory authority of competent jurisdiction, including without limitation, an arbitration proceeding, the Crate2Create.com shall, in addition to its other remedies, be entitled to recover reasonable attorney's fees, arbitration fees and court costs, including such fees and costs on appeal, from you.
- 12.8 **Force Majeure.** Except as may be otherwise specifically provided in this Agreement, Crate2Create.com shall not be in default under this

Agreement if and to the extent that any failure or delay in Crate2Create.com's performance of one or more of its obligations hereunder is caused by any of the following conditions, and Crate2Create.com's performance of such obligation or obligations shall be excused and extended to the extent directly resulting from: act of God; fire; flood; government codes, ordinances, laws, rules or regulations; war or act of terrorism or civil disorder; any other cause beyond the reasonable control of Crate2Create.com.

- 12.9 **Headings.** The headings of the terms and conditions contained in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.
- 12.10 **Disclaimer.** Crate2Create.com, Big Resources, Inc., its affiliates, nor its Product providers make any statement, warranty, representation or promise not expressly set out in this Agreement, or required by law.
- 12.11 **Contact.** If you have any questions or concerns regarding the terms and conditions of this Agreement, or any other aspect of the Crate2Create.com Website, please contact our Support department via the "Support" link on the home page of Crate2Create.com.
- 12.11 **Entire Agreement.** You acknowledge that You have read this Agreement, understand it, had an opportunity to seek independent legal advice prior to agreeing to it, and agree to be bound by its terms and conditions. In consideration of Crate2Create.com agreeing to make available the Site and provide its Products, You agree to be bound by the terms and conditions of this Agreement. You further agree that this Agreement expresses the entire understanding and agreement between Crate2Create.com/Big Resources, Inc. and You, and it is the complete and exclusive statement of the Agreement between You and Crate2Create.com and Big Resources, Inc., which supersedes all proposals, understandings, representations, warranties, covenants, or prior agreement (whether written or oral) and any other communication between You and Crate2Create.com relating to the subject of this Agreement and is binding upon You and Your permitted successors and assigns. Further, You agree that placing this Agreement on the Crate2Create.com website shall serve as sufficient notification of Crate2Create.com's End-User Content License Agreement, which may be amended from time to time, and that any purchase on Crate2Create.com or any access to Crate2Create.com Products represents Your affirmative understanding and acceptance of this Agreement, any modifications or revisions to this Agreement, and all terms and conditions outlined herein. You also acknowledge that this Agreement supersedes, terminates, and otherwise renders null and void any and all prior or contemporaneous agreements or contracts, whether written or oral, entered into between You and Crate2Create.com with respect to the matters expressly set forth in this Agreement.

ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED.