

CRATE2CREATE.COM MEMBERSHIP AGREEMENT. (Hereinafter referred to as the "Membership Agreement".)

This site is owned and operated by Big Resources, Inc., the parent company of Crate2Create.com. This Membership 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 member (otherwise listed herein as "You" or "Your") who creates a membership allowing you full access to the membership portions of the website located at <http://www.Crate2Create.com> (the "Site"). This Membership Agreement governs your membership in the Crate2Create.com community, allowing you full access to the membership portions of the web site located at <http://www.Crate2Create.com> (the "Site"). This Membership Agreement is in addition to the Terms of Use applicable to the Site and when accessing the Site, using the content, and/or the services available on the Site, you must comply with all directions, instructions, and protocols posted on the Site at all times. Access and use of the membership portions of the Site are provided by Crate2Create.com to you on the condition that you accept the terms and conditions of this Membership Agreement and the Terms of Use, and by accessing or using the membership portions of the Site, you agree to the terms and conditions of this Membership Agreement and the Terms of Use. You should carefully read all of the terms and conditions of this Membership Agreement as only those that have submitted a Membership application and accepted this Membership Agreement are entitled to access and make use of the facilities offered by the Site. If you do not agree to accept and abide by this Membership Agreement and Terms of Use, you should not accept this Membership Agreement, not access or use the membership portions of the Site, leave the site immediately, and not subscribe to this service. *In the event of any inconsistency between this Membership Agreement and the Terms of Use, the terms of this Membership Agreement shall govern.*

1. DEFINITIONS.

- 1.1 "Membership Agreement" shall mean this Membership Agreement.
- 1.2 "Crate2Create.com", the "Site", "We", or "Us" shall mean Crate2Create.com.
- 1.3 "Member" shall mean an individual that has submitted an application for membership to the Crate2Create.com community, accepted the terms and conditions of this Membership Agreement, and said application has been accepted by Crate2Create.com. A reference to "You" or "Your" within this Membership Agreement shall mean a Member.
- 1.4 "Products" will constitute and be defined as templates, full flash sites, flash files, information, software, data files, 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.
- 1.5 "Buyer" shall mean a Member who purchases the Products as made available for sale on the Site.
- 1.6 "Seller" shall mean a Standard Provider and an Exclusive Provider.
- 1.7 "Standard Provider" shall mean a Member who makes Products available for sale on a non-exclusive basis on the Site.

1.8 "Exclusive Provider" shall mean a Member who makes Products available for sale on an exclusive basis on the Site.

2. **MEMBERSHIP.** You are granted a perpetual, worldwide, non-exclusive, non-transferable, revocable membership to the Crate2Create.com community by Crate2Create.com through this Membership Agreement to access and utilize the Site and membership in accordance with the terms outlined throughout this Membership Agreement. All other rights in and to the Site, Membership sections, 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.

2.1 **General Terms.** As per the terms of this Membership Agreement, you agree to and affirmatively indicate your understanding of the following:

- (i) You understand and agree that in order to become a Member of the Site, you must be the age of majority (18 years or older).
- (ii) You understand and agree that you are not automatically entitled to Membership and that Crate2Create.com may, in its sole discretion, (1) refuse your application to become a Member or (2) once Membership is granted, suspend, terminate, or restrict your Membership at any time.
- (iii) You understand and agree that Crate2Create.com is not obligated to provide reasons for its decision to reject your application or suspend, terminate, or restrict your Membership at any time.
- (iv) Access to and use of all Member areas within the Site will only be permitted through the use of the login details you selected during the Membership application process and you are affirmatively responsible for each and every access or use of the Site that originates from the use of your username and password. Use of your username and password shall serve as conclusive evidence that you have accessed the Membership sections of the Sites.
- (v) You understand and agree that you will take all reasonable measures necessary to ensure that your login details remain confidential and shall not allow any third party to access the Site using your login information, nor make use of the Site on your behalf using your login information, at any time or for any reason whatsoever.
- (vi) You understand and agree that any unauthorized use of your Member Account or login information must be immediately reported to Crate2Create.com.
- (vii) You understand and agree that the Products on the Site contains or may contain material which is protected by copyright, trademark or other proprietary rights of Crate2Create.com, Big Resources, Inc., and its affiliates or other third parties (including other members). You further understand and agree that the Site contains or may contain information, software, photographs, illustrations, audio files, video files, animations, flash files, data files, code snippets and other material (collectively the "Content") which is protected by copyright, trademark or other proprietary rights of

Crate2Create.com, Big Resources, Inc., and its affiliates or other third parties (including other members).

- (viii) You understand and agree that you may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, reverse engineer or in any way exploit any of the Products or Content, in whole or in part, except as otherwise expressly permitted in this Membership Agreement and any other agreement entered into at the time such Product or Content was downloaded (such as the Crate2Create.com End-User Content License Agreement).

2.2 **Membership Benefits.**

- (i) You are permitted to buy Products from other Members;
- (ii) You are permitted to sell Products to other Members;
- (iii) You are permitted to participate in the Site's forum;
- (iv) You are permitted to access the specifically designated Member areas within the Site;
- (v) You are permitted to participate in the referral program, in accordance with the terms and conditions of said program.
- (vi) You are permitted to post design contests in the custom projects section of the Site;
- (vii) You are permitted to compete in design contests posted in the custom work section of the Site;

2.3 **Member Rules of Conduct.** You agree that you will not use the Site for any purpose that is unlawful or not permitted by this Membership Agreement, and that when uploading to or communicating via the Site, including access and posting to any forum, chat room, or other exchange accessed on or through the Site, you shall not engage in any of the following behavior:

- (i) Defame, spam, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others.
- (ii) Publish, post, distribute or disseminate any defamatory, infringing, obscene, pornographic, sexual, indecent or unlawful material or information.
- (iii) Upload or otherwise transfer files that contain software or other material protected by intellectual property laws (or by rights of privacy or confidentiality) unless you own or control the rights thereto or have received all necessary consents.
- (iv) Upload or otherwise transfer files that contain viruses, corrupted files or any other similar software or programs that may damage or inhibit the operation of another computer.
- (v) Delete any author attributions, legal notices, or proprietary designations or labels in any file that is uploaded.
- (vi) Falsify the origin or source of software or other material contained in a file that is uploaded.
- (vii) Advertise or offer to sell any goods or services or conduct or forward surveys, contests or chain letters.
- (viii) Download any file posted by another user of a Forum that you know, or reasonably should know, cannot be legally distributed in such manner.
- (vix) Use any communications or Product or other information obtained through the Site in a manner that is competitive with the Site or Crate2Create.com's business.

You acknowledge that Forums are public and not private communications. Further, you acknowledge that no communication of a third party or Product or Content is endorsed by Crate2Create.com or Big Resources, Inc. and no communication of a third party or Product or Content may be considered reviewed, screened or approved by Crate2Create.com or Big Resources, Inc.. Crate2Create.com reserves the right for any reason to remove without notice any communication, Product, Content or other material posted to the Site.

You further agree not to use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You also agree not to attempt to gain unauthorized access to any other Crate2Create.com member accounts, computer systems or networks associated with the Site. You also agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

2.4 Crate2Create.com's Review of User Accounts. You understand and agree that Crate2Create.com may, in its sole discretion:

- (i) 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.
- (ii) Investigate any abuse of Your username and password in connection with the Crate2Create.com website or in connection with this Agreement.
- (iii) 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.
- (iv) 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.
- (v) Refuse Your application to create an account or become a member of Crate2Create.com or suspend, terminate or restrict Your membership at any time.
- (vi) Crate2Create.com reserves the right to refuse, cancel, or suspend service at its sole discretion.

2.5 Forum Conduct.

- (i) In addition to any other rules or regulations that we may post in connection with a particular messaging, chat, bulletin board, message board, blog, forum, or other related service, you agree that you must not upload, post, transmit, distribute or

otherwise publish through the Sites or any service or feature made available on or through the Sites, any materials which:

- (a) restrict or inhibit any other user from using and enjoying the Sites or the Sites' services;
 - (b) are fraudulent, unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent;
 - (c) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;
 - (d) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or publicity or any other proprietary right;
 - (e) contain a virus, spyware, or other harmful component;
 - (f) contain embedded links, commercial solicitation, advertising, chain letters, mass mailings or, pyramid schemes of any kind;
 - (g) constitute commercial solicitation or 'spam' of any kind; or constitute or contain false or misleading indications of origin, endorsement or statements of fact.
- (ii) You further agree not to impersonate any other person or entity, whether actual or fictitious, including anyone from Crate2Create.com or Big Resources, Inc.
 - (iii) You also may not offer to buy or sell any product or service on, or through, your comments submitted to our forums. You alone are responsible for all information and materials that you post to the Site and the consequences of any of your activities on the Site.
 - (iv) Crate2Create.com reserves the right, but does not have an obligation, to monitor and/or review all information and materials posted to the Site or through the Site, and Crate2Create.com and Big Resources, Inc. are not responsible for, and assumes no liability for, any such materials posted by users. However, Crate2Create.com and Big Resources, Inc. reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in Crate2Create.com's or Big Resources, Inc.'s sole discretion are objectionable or in violation of this Membership Agreement, Crate2Create.com's policies or applicable law.
 - (v) Crate2Create.com may also impose limits on certain features of the forums or restrict your access to part or all of the forums without notice or penalty if we believe you are in breach of this Membership Agreement or applicable law, or for any other reason without notice or liability.
 - (vi) It is important to remember that comments submitted to a forum may be recorded and stored in multiple places, both on our Sites and elsewhere on the Internet, which are likely to be accessible for an indefinite period of time and that you have no control over who will be the reader of these comments at any

given point. It is therefore important to be cautious, careful, purposeful, and selective about the personal information that you disclose about yourself and others, and in particular, you should not disclose sensitive, embarrassing, proprietary or confidential information in your comments to the public forums.

3. **CRATE2CREATE.COM FUNCTION.** Crate2Create.com shall act as an online marketplace to allow for Members to sell and buy the Products as offered through the Site. However, Crate2Create.com and Big Resources, Inc. do not take responsibility for the quality, safety, or legality of any Products downloaded by you from the Site and does not have control over the same. Crate2Create.com does not represent or warrant that the Products or any content, code, data, or materials downloaded or made available on or through the Site do not infringe the intellectual property rights of a third party and each Seller is required to represent and warrant that its Product(s) does not infringe on the intellectual property rights of a third party.
4. **MODIFICATIONS TO MEMBERSHIP AGREEMENT.** Crate2Create.com may revise and update this Membership Agreement at any time and without notice. You are cautioned to review the Membership Agreement posted on the Site periodically. You agree that placing this Membership Agreement on the Crate2Create.com website shall serve as sufficient notification of Crate2Create.com's Membership Agreement, which may be amended from time to time, and that your continued access, use, any purchase on Crate2Create.com, or any access to Crate2Create.com Products represents your affirmative understanding and acceptance of this Membership Agreement, and any modifications, changes, or revisions to the Membership Agreement upon your continued access or use of the Site after any such changes are made.
5. **MEMBERSHIP SERVICE FEES & DOWNLOAD CREDITS.**
 - 5.1 **Membership Service Fees.** Crate2Create.com does not presently require that you remit a fee to become a Member of the Site or to sell Products on the Site. However, as a Buyer of a Product, you will remit the fee attached to the acquisition of a license for that Product, which will serve as your payment to purchase the right to use that Product in accordance with the permitted uses articulated within this Membership Agreement, Crate2Create.com's End-User Content License Agreement, and as may be detailed elsewhere within the Crate2Create.com website. You further understand that as a Seller of a Product on the Site, that you will receive the remittance for that Product as collected by Crate2Create.com for each sale of that Product to a Buyer, through an authorized payment processor in U.S. Dollars, less the commission due Crate2Create.com as articulated in this Membership Agreement and as may be detailed elsewhere within the Crate2Create.com website. Further, you are responsible for paying all fees and taxes associated with your use of the Site wherever levied (including any goods and services or value added taxes, which will be added to amounts billed to you, if applicable). When applicable, the Buyer shall be responsible for all currency conversion costs associated with the purchase, and the Seller shall be responsible for all currency conversion costs associated with converting payments to Seller's desired currency as made to Seller by Crate2Create.com.

- 5.2 **Download Credits.** Crate2Create.com offers Buyers the option to purchase download credits to be utilized for the purchase of a Product from the Site. These credits may be purchased online via credit card, PayPal, by certified check or money order, or by bank wire transfer. The cost of credits purchased through the Site will be the price specified in the Site at the time of your purchase. Upon presentation of credit card information the Buyer warrants that he/she is the cardholder and that the billing information provided is accurate. By approving the purchase of the product or service, you authorize Crate2Create.com and/or Big Resources, Inc. to charge the designated credit card, Google.com checkout account, or PayPal account, for the total amount of the purchase.
- (i) If you would like to remit your payment via certified check or money order, please promptly alert the support department of Crate2Create.com by email at support@Crate2Create.com to obtain processing instructions and information.
 - (ii) If you would like to remit your payment via bank wire transfer, please follow the wire payment instructions as detailed on the page where credits are purchased and then promptly alert the support department of Crate2Create.com by email at support@Crate2Create.com of your payment.

6. PAYMENTS FROM MEMBER ACCOUNT:

- 6.1 You authorize Crate2Create.com, on your direction, to:
- (i) Debit monies deposited or existing in your Member Account, to pay for Products you buy at the Site; and
 - (ii) Credit to your Member Account any amounts due to you in respect of sales of your Products on the Site in accordance with the commission rate outlined on Crate2Create.com, which you understand may be modified from time to time at Crate2Create.com's sole discretion; and
- 6.2 Crate2Create.com is not a licensed financial service provider, nor does it conduct the business of banking in the United States of America and Crate2Create.com provides its services as a cashier using a payment processor rather than a banking service.
- 6.3 Crate2Create.com is not providing a financial product or service, nor is it acting as a fiduciary or an escrow with respect to your funds.
- 6.4 Any monies that you deposit into your Member Account must be used to pay for Products you buy on the Sites.
- 6.5 A refund is not available for any monies deposited into your Member Account. Any monies that you deposit into your Member Account as a Buyer that are not used for a period of 12 consecutive months, will be forfeited to Crate2Create.com. Crate2Create.com may, but is not obliged to, warn you about the forfeiture before it occurs.
- 6.6 Crate2Create.com will pay to you amounts earned by you as a Seller subject to the following conditions:
- (i) All sales processed through Crate2Create.com are subject to a fraud screening process. As such, any fraudulent sale submitted and thereafter credited to your Member Account will be deducted prior to any remittance being made to you.
 - (ii) No payments will be made on any Member Account that has accumulated earnings of less than fifty dollars (\$50.00). If a Seller has accumulated earnings of fifty dollars (\$50.00) or more upon completion of the review of all commissions for any

and all fraudulent transactions, which will be deducted from Seller's Member Account as detailed in Subsection 6.6(i) above, at the end of an applicable commission payout period, Crate2Create.com will remit the minimum of fifty dollars (\$50.00) through MoneyBookers, PayPal, or company check, payment preference form from those listed to be articulated to Crate2Create.com by Seller.

(iii) In all cases, payment of fees to the Supplier will be net of: (a) applicable taxes or other withholdings required by applicable law; (b) bad debts or other uncollectible sums; (c) legal and other reasonable fees incurred in enforcing this Agreement or the agreements contemplated herein; (d) fees payable to financial institutions for the processing of any credit card, debit card, e-check or alternative payment method; and (e) any amounts owing by the Provider to Crate2Create.com under this Agreement or otherwise.

6.7 Without limiting the generality of the foregoing, Crate2Create.com is entitled to set-off against any amount owing to Seller, all amounts to which Crate2Create.com is or may be entitled under this Membership Agreement or otherwise at law, including withholding amounts as security for any pending or threatened claim relating to any matter which is the subject of a representation, warranty or indemnity of Seller under this Membership Agreement.

6.8 The parties further agree that Crate2Create.com shall not be required to pay royalties or fees to the Seller if Crate2Create.com is restrained or otherwise prevented from using rights granted under this Membership Agreement relating to Products because those rights are found to be an infringement or contravention of the intellectual or other property rights of a third party, or if Crate2Create.com discovers or determines in its reasonable discretion that the Products provided by the Seller appear for sale, license, give-away, or by other means, other than those specifically granted for to Seller in this Membership Agreement, elsewhere in contravention of this Membership Agreement.

6.9 In the event Crate2Create.com facilitates a sale or license of Products that require an amendment to the standard Crate2Create.com End-User Content License Agreement to facilitate such transaction, Crate2Create.com shall be entitled to deduct a reasonable administration fee relating to such sale or license, in addition to its share of the revenue relating to such sale.

7. PRODUCT PURCHASING. You understand and agree that when you purchase a Product from Crate2Create.com that you are acquiring the right to utilize that Product in accordance with the Crate2Create.com End-User Content License Agreement. Further, you agree that your use of the Products must be done in accordance with the **Permitted End-User Content License Uses (Section 1.1)** and **Prohibited End-User Content License Uses (Section 1.2)** as identified within the **Crate2Create.com End-User Content License Agreement**. You also agree that your purchase of a Product is subject to the following additional terms and conditions:

7.1 You cannot cancel an order for a Product once the order has been submitted;

7.2 Crate2Create.com does not give any undertaking as to the continued availability of Products offered for sale on the Sites;

- 7.3 Once your order for a Product is accepted, and you pay the fee, you acquire the license as defined in the Site's EULA authorizing the use of that Product in accordance with the terms and conditions identified within that EULA and all ownership rights attached to that Product shall remain with the Seller, unless otherwise provisioned for by the type of purchase made that coincides with the information articulated in the EULA;
- 7.4 The Product may not be re-sold or otherwise transferred by the Buyer to any third party; and
- 7.5 The payment of the license fee to access and utilize the Product will be made at the time of download by deduction from your Member Account.
- 7.6 You acknowledge and agree that despite Crate2Create.com's reasonable precautions, Products may be listed at an incorrect price or with incorrect information due to a typographical error or similar oversight. In these circumstances, Crate2Create.com reserves the right to cancel or reverse a transaction, even after your order has been confirmed and a payment has been processed. If a transaction is cancelled under these conditions, Crate2Create.com will immediately arrange for any payment to be refunded.
- 7.7 If your purchase is for that of a client or customer, you must ensure that you take all steps necessary to prevent your client or customer from duplicating the Product or using the Product in any other application and you must immediately notify Crate2Create.com of any unauthorized duplication of a Product by one of your clients or customers.
- 7.8 You agree to indemnify and hold Crate2Create.com and Big Resources, Inc. and Crate2Create.com's and Big Resources, Inc.'s affiliates, directors, officers, employees and agents harmless from any damages or liability of any kind arising from any unauthorized use of a Product by one of your clients or customers.

8. PRODUCT SELLING.

- 8.1 As a Seller, you warrant to Crate2Create.com and to each Buyer that in relation to each Product that you offer for sale on the Site:
 - (i) you own the intellectual property rights in that Product;
 - (ii) that Product does not infringe the intellectual property rights of a third party;
 - (iii) that Product is not false, inaccurate or misleading;
 - (iv) that Product is not fraudulent, stolen or an unlawful item;
 - (v) that Product does not violate any applicable law, statute, ordinance or regulation (including but not limited to, those governing export control, consumer protection, unfair competition, criminal law, antidiscrimination or trade practices or fair trading laws);
 - (vi) that Product is not defamatory, unlawfully threatening or unlawfully harassing;
 - (vii) that Product is not obscene and does not contain child pornography and does not constitute or contain material that is adult in nature or harmful to person under the age of 18 years;
 - (viii) that Product does not contain any content that may be considered as prohibited or potentially prohibited content.

- (vix) that Product does not contain viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware;
 - (x) that Product would not create liability for Crate2Create.com or Big Resources, Inc. or cause us to lose (in whole or in part) the services of its ISP or other suppliers; and
 - (xi) that Product would not cause Crate2Create.com or Big Resources, Inc. to violate any applicable law, statute, ordinance or regulation by making it available on the Sites.
- 8.2 As a Seller, you must:
- (i) ensure all copies of your Products bear a notice of ownership of the intellectual property rights in your Products;
 - (ii) not offer to or sell to Members any of your Products that have not been approved by Crate2Create.com in accordance with this clause 8;
 - (iii) notify us of any information which may affect or assist in sales of your Product(s);
 - (iv) provide us with full and accurate information regarding enhancements and new releases of your Products;
 - (v) act in good faith at all times and provide such assistance and co-operation as we reasonably request; and
 - (vi) to the extent practicable, maintain registrations of all relevant intellectual property rights and of all names relating in any way to your Products.
- 8.3 You acknowledge and agree that any Product offered for sale by you on a site must first be submitted to Crate2Create.com to enable it to check the quality of the Product and the information provided with the Product. However, you agree that Crate2Create.com shall have the right, but not the obligation, to correct any errors or omissions in any Product or Content, as it may determine in its sole discretion. You acknowledge that any screening of Products or Content performed by Crate2Create.com to determine as acceptable Products or Content is done as a courtesy only.
- 8.4 Crate2Create.com may refuse, in its sole discretion, to allow you to offer the Product for sale on the Site. Crate2Create.com is not required to give reasons for refusing to allow you to offer a Product for sale on the Site.
- 8.5 You acknowledge and agree that if Crate2Create.com determines, in its absolute discretion, or is notified by a third party, that a Product that you offer for sale on the Site does not comply with any applicable laws and/or this Membership Agreement, Crate2Create.com will disable your Member Account and withhold all amounts that you may have earned from the sale of the relevant Product until the earlier of:
- (i) any dispute in relation to the Product has been resolved to the satisfaction of FresherImage; and
 - (ii) the expiry of two years from the date your Member Account is disabled.
- 8.6 You acknowledge and agree that Crate2Create.com will, in its sole discretion, determine the fee payable for each Product on the Site.
- 8.7 You acknowledge and agree that Crate2Create.com may, at its sole discretion, elect at any time to remove your Products from the Site without notice to you. Crate2Create.com is not responsible for any

loss that you may suffer as a result a Product being removed from the Site by Crate2Create.com.

- 8.8 Crate2Create.com is not liable for any loss suffered by you as a result of a Buyer making use of a Product that you offer for sale on the Site contrary to the conditions on which the Product was sold to the Buyer.
- 8.9 Unless you elect to become an Exclusive Provider in accordance with Crate2Create.com as per Section 10 of this Membership Agreement, you are free to sell the Product on other web sites or through other outlets as you see fit.
- 8.10 You agree and acknowledge that Crate2Create.com may use your Product (or part of a Product) from time to time to promote the Site, including on a features page on the Site itself.

9. CRATE2CREATE.COM PRODUCT MANAGEMENT. Crate2Create.com does not and cannot review all communications, Products, or Content uploaded to the Site and is not responsible for the content of such communications, Products, or Content. Notwithstanding the foregoing, Crate2Create.com reserves the right to delete, move or edit any communication, Product, or Content that it may determine, in its sole discretion, violates or may violate this Membership Agreement or is otherwise unacceptable. You shall remain solely responsible for all communications made or Products uploaded, or Content uploaded under your Member Name. Crate2Create.com shall have the right, but not the obligation, to correct any errors or omissions in any Product or Content, as it may determine in its sole discretion. You acknowledge that any screening of Products or Content performed by Crate2Create.com to determine as acceptable Products or Content is done as a courtesy only.

10. EXCLUSIVE PRODUCT PROVIDER. You may elect to become an Exclusive Product Provider of Crate2Create.com, which means that you agree that any Product you specifically designate as being sold exclusively on Crate2Create.com will remain a Product available for purchase from Crate2Create.com ONLY and will not be sold, distributed, or otherwise made available, through any other website(s), other medium(s), or to any other party prior to or thereafter said item is made available for sale on Crate2Create.com. In order to become an Exclusive Provider, you must execute the Exclusive Product Provider Agreement on the Site. Electing to become an Exclusive Product Provider does NOT prohibit you from continuing to offer your services, or other Products not specifically identified as available exclusively for sale on Crate2Create.com, on other website(s), via other medium(s), or to other parties. As an Exclusive Provider, you are still bound by the terms and conditions outlined within this Membership Agreement including the terms of Section 8, which sets out the obligations of Sellers generally.

11. AUTHORIZATION. Nothing contained on the Site should be construed as granting expressly or by implication any license or right to use any copyright or trademark displayed on the Site without the written permission of Crate2Create.com, Big Resources, Inc., or the third party that may own the applicable copyrighted material or trademark.

12. OWNERSHIP:

- 12.1 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).
- 12.2 As a Buyer, 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.
- 12.3 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 Membership Agreement or with express written consent from an authorized representative of Crate2Create.com or Big Resources, Inc.
- 12.4 All Products downloaded from Crate2Create.com are licensed to the Buyer by Crate2Create.com and/or Big Resources, Inc., or its licensors, or Product sources respectively and downloading the Products does not transfer any title from these Products to the Buyer, or any intellectual property rights therein to You.
- 12.5 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.

13. PROHIBITED CONDUCT.

- 13.1 You warrant that while using the Site and the various services and features offered on or through the Site, you will not:
 - (i) use a false email address or impersonate any person or entity or misrepresent your affiliation with any other person or entity;
 - (ii) insert your own or a third party's advertising, branding or other promotional content into any of the Site's content, materials or services or use, redistribute, republish or exploit such content or service for any further commercial or promotional purposes; or
 - (iii) attempt to gain unauthorized access to other computer systems through the Site.
- 13.2 You further warrant that while using the Site and the various services and features offered on or through the Site, you must not:
 - (i) engage in "spidering", "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Site or the services offered on or through the Site, including without limitation any information residing on any server or database connected to the Site or the services offered on or through the Site;
 - (ii) obtain or attempt to obtain unauthorized access to computer systems, materials or information through the Site by any means;

- (iii) use the Site or the services made available on or through the Site in any manner with the intent to interrupt, damage, disable, overburden, or impair the Site or such services, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests;
 - (iv) use the Site, content or services offered on the Site for any purpose or activity of an illegal, fraudulent, obscene, offensive, personally offensive or defamatory nature;
 - (v) use any mechanism, device software or script to affect the proper functioning of the Site including taking any action which may infect the Site with any routine, including (but not limited to) any virus, time bomb, trojan horse, worm, cancelbot or other computer routine that may damage, interfere with, delay, intercept or expropriate any system, data or personal information;
 - (vi) take any action which may interfere with, disrupt, manipulate, tamper with or otherwise abuse the Site or networks connected to the Site;
 - (vii) use the Site or the Site's services or features in violation of Crate2Create.com's, Big Resources, Inc.'s or any third party's intellectual property or other proprietary or legal rights; or
 - (viii) use the Site or the Site's services in violation of any applicable law.
- 13.3 You further agree that you must not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Site or the Site's services, or any content of the Site or any of Big Resources, Inc's properties, or make any unauthorized use of the Site or the Site's services or any content of the Site or any of the domains of the Site.
- 13.4 You agree that you must not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site or any of its services.
- 13.5 You must not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Site. Crate2Create.com reserves the right, in its absolute discretion, to determine whether or not your use of the Site or content or services available on the Site complies with these Membership Terms.
- 13.6 Any commercial or promotional distribution, publishing or exploitation of the Site, or any content, code, data or materials on the Site, is strictly prohibited unless you have received the express prior written permission from Crate2Create.com.
- 13.7 Other than as expressly allowed in these Membership Terms, and unless otherwise indicated in these Membership Terms, you may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials on or made available through the Site.

14. PRIVACY & USER INFORMATION. Crate2Create.com respects the privacy of the personal information of the individuals who access or use the Site and has thereby created a Privacy Policy that outlines the practices by which we collect, use, and disclose the personal information of those individuals who

visit the Site. You should note that as part of your use of the Site or associated content, services, or Products made available on or through the Site, you may be asked to provide certain personal information to Us (herein identified as "User Information"). To learn more regarding these policies, please review our Privacy Policy <http://www.Crate2Create.com/FresherImagePrivacy.pdf> accordingly. You are solely responsible for the accuracy and content of the User Information.

15. CLAIMS OF INFRINGEMENT: NOTIFICATION & PROCEDURES.

Crate2Create.com respects the copyright of others, and requires that those that use our Site, or the services or features made available on or through the Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Crate2Create.com with a written communication to that includes the following information:

- A. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- B. Your address, telephone number, and email address;
- C. A description of the copyrighted work or other intellectual property that you claim has been infringed;
- D. A description of where the material that you claim is infringing is located on the Web site;
- E. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- F. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

16. WEBSITE UPDATES & RELEVANCY. Crate2Create.com updates the information on the Site regularly. However, We cannot guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information on the Site. Crate2Create.com may revise, supplement or delete information, services and/or the resources contained in the Site and reserves the right to make such changes without prior notification to past, current or prospective visitors.

17. INTELLECTUAL PROPERTY.

17.1 As between you and Crate2Create.com, Crate2Create.com, Big Resources, Inc., its licensors, advertisers, affiliates, or Product sources respectively own solely and exclusively, all:

- (i) rights, title and interest in and to the Site;
- (ii) the content, material, Products and specifically designated items including, but not limited to, audio, photographs, illustrations, graphics, other visuals, video, copy, text, software, titles etc, code, data and other materials comprising the Site;
- (iii) the look and feel, design and the organization of the Site;
- (iv) the compilation of the content, code, data and materials on the Site; and
- (v) any copyright, trademark rights, patent rights, database rights, moral rights, sui generis rights and other intellectual property

and proprietary rights subsisting in the works described in paragraphs (a), (b), (c) and (d) above.

- 17.2 Your use of the Site does not grant to you any ownership or like interest in any content, code, data or materials you may access on or through the Site or any intellectual property rights subsisting in any of those things.
- 17.3 All materials (including the organization and presentation of such material) on the Site (the "Materials") are the property of Crate2Create.com, Big Resources, Inc., and its licensors and may be protected by intellectual property laws including laws relating to copyrights, trademarks, trade names, internet domain names, and other similar rights. Unless you have entered into a separate agreement with Crate2Create.com, any other use of these Materials without Crate2Create.com's written permission is prohibited. The Materials may only be used and copied for your own, non-commercial, personal or educational purposes, provided that the Materials are not modified and that copyright and other intellectual property notices are not deleted. This excludes products available for sale and/or licensing on the Site. You may not create derivative works from or otherwise exploit the Materials in any way. The design and layout, as well as all Materials provided on the Site, or of any other website owned, operated, licensed, or controlled by or associated with Big Resources, Inc., is protected by the United States and International law and other intellectual property proprietary rights and may not be copied or imitated in whole or in part.
- 17.4 Your use of the Site, Materials, the Products, code, content, data, or materials on the Site or as made available through the Site, except as expressly provided for here, will be a violation of copyright and other applicable intellectual property rights of the United States of America, other countries, as well as state laws and may subject you to liability for such unauthorized use.

- 18. CONFIDENTIAL INFORMATION.** You acknowledge that the Confidential Information (defined below) which you obtain through the entering into of this Membership Agreement and the use of the Site constitutes valuable, confidential, proprietary information of Crate2Create.com, Big Resources, Inc., and its licensors, and you agree that during the term of this Membership Agreement and thereafter you shall not, without the express written consent of Crate2Create.com or Big Resources, Inc., use or disclose to any other person any such Confidential Information, except as specifically authorized under this Membership Agreement or as required by applicable law.

For the purposes of this Membership Agreement, "Confidential Information" means any and all data, information, documents, software or materials relating to the business and management of Crate2Create.com, Big Resources, Inc., its members, affiliates, licensors or licensees, that is designated as confidential or ought reasonably to be considered confidential, including but not limited to: their business model and operations, processes, products, designs, pricing, promotions, business plans, business opportunities, finances, research, development, know-how, trade-secrets, training materials, personnel, clients, methodologies, Site content belonging to others and other intellectual property.

19. LINKED WEBSITES.

19.1 **Third Party Links on the Site.** 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. The Site may provide links to third party websites for your convenience only and the inclusion of these links does not imply that Crate2Create.com monitors or endorses these websites. Crate2Create.com does not accept any responsibility for such websites. Crate2Create.com shall not be liable, directly or indirectly, for any damages or losses allegedly sustained in connection with or arising the use of any information, content, products, goods or services available on or through any third party website or linked resources. In further words, You understand that Crate2Create.com will not be held accountable for any external links that originate on Crate2Create.com.

19.2 **Linking to the Site.**

- (i) You agree that if you include a link from any other website to the Site that such link will link to the full version of an HTML formatted page of the Site.
- (ii) You understand that you are not permitted to link directly to any image hosted on the Site or the Site's services, such as using a linking method that would cause the image hosted by Us to be displayed on another website.
- (iii) You may not download or use images hosted on the Site on another website for any purpose, including but not limited to, posting such images on another website.
- (iv) You may not link from any other website to the Site in any manner such that the Site, or any page of the Site, is "framed", surrounded, or obfuscated by any third party content, materials, or branding.
- (v) You agree that We reserve the right to insist that any link to the Site be discontinued, and to revoke your right to link to the Site from any other website at any time upon notice to you.

20. LIMITATION OF REPRESENTATIONS & WARRANTIES. THIS WEBSITE, THE MATERIALS, AND 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 WEBSITE OR 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 ACCESS OR USE THE WEBSITE, LOGIN TO YOUR ACCOUNT, PURCHASE A PRODUCT, AND/OR UTILIZE A PRODUCT, YOU DO SO AT YOUR OWN RISK.

21. LIMITATION OF LIABILITIES & WARRANTIES.

- 21.1 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 MEMBERSHIP AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THIS WEBSITE, THE MATERIALS, THE PRODUCTS, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF CRATE2CREATE.COM AND/OR BIG RESOURCES, INC. HAS 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.
- 21.2 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 MEMBERSHIP AGREEMENT OR THE USE OR EXPLOITATION OF ANY OR ALL OF THIS WEBSITE, THE MATERIALS, THE PRODUCTS, OR ANY OTHER WEBSITE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO FIVE (\$5.00) U.S. DOLLARS.
- 21.3 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.
- 21.4 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.

22. INDEMNIFICATION: You agree to fully indemnify, hold harmless and defend at Your own expense Crate2Create.com, Big Resources, Inc., 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: (i) any use or alleged use of the Site under your Member Name by any person, whether or not authorized by you; (ii) or resulting from any communication made or Product or Content uploaded under your Member Name; or (iii) any breach by you of this Membership Agreement. Crate2Create.com reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Crate2Create.com's defense of such claim.

23. TERM AND TERMINATION.

- 23.1 This Membership Agreement is effective until terminated. You may terminate this Membership Agreement at any time by emailing support@Crate2Create.com or by such other means of written notice acceptable to Crate2Create.com, which enables confirmation of your identity and your intention to terminate, and such termination to be rendered effective upon receipt by you of acknowledgement by Crate2Create.com of your termination request. Crate2Create.com reserves the right, in its sole discretion, to restrict, suspend or terminate your right to access the membership portions of the Site at any time for any reason without prior notice or liability. Crate2Create.com may change, suspend or discontinue all or any aspect of the Site at any time, including the availability of any feature, database, Product, or Content, without prior notice or liability.
- 23.2 Crate2Create.com may suspend or terminate your registration as a Member and deny you access to your Member Account immediately if:
- (i) you breach these Membership Terms or any other terms and conditions, agreements or rules governing the Site;
 - (ii) Crate2Create.com is unable to verify or authenticate any information you provide to us as part of your original membership application or in the course of using the Site; or
 - (iii) Crate2Create.com believes that your actions may cause legal liability for you, our other Members, Big Resources, Inc., or Us.
- 23.3 Suspension, restriction, or termination of your Member Account and respective Membership by Crate2Create.com may prohibit you from accessing the Site temporarily or permanently, but, in either case, you agree that you must not apply for a new Member account.
- 23.4 Crate2Create.com may also terminate or suspend your access to the membership portions of the Site for inactivity, which is defined as failing to access the membership portions of the Site for an extended period of time, as reasonably determined by Crate2Create.com.
- 23.5 Termination of this Membership Agreement does not relieve you of your responsibilities to pay any amounts due to Crate2Create.com under this Membership Agreement or your obligations to not use the

membership portions of the Site or any Product other than in the manner permitted under this Membership Agreement or any other agreement entered into at the time such Product was downloaded (such as the Crate2Create.com End-User Content License Agreement). Termination of this Membership Agreement shall operate without prejudice to the Crate2Create.com's or Big Resources, Inc.'s rights, defenses and limitations of liability provided under this Membership Agreement, which rights, defenses and limitations of liability shall survive termination of this Membership Agreement.

23.6 Upon termination of your access to the membership portions of the Site, you agree to forfeit all download credits remaining in your account.

24. AGE OF MAJORITY/AUTHORIZED REPRESENTATIVE. You represent and warrant that you are of sufficient legal age to use the Site and to create binding legal obligations for any liability you may incur as a result of the use of the Site. You agree to be responsible for all of your use of the Site (as well as for use of your Member Name and password(s) by others, including without limitation, minors living with you). You agree to supervise all usage by minors of the Site under your name or account.

25. APPLICABLE LAW. This Membership 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. The Site can be accessed from all states, as well as from other countries around the world. As each of these jurisdictions has laws that may differ from those of the state of Florida and the federal laws of the United States of America, by accessing the Site, you acknowledge and agree that all matters relating to access to, or use of the Site shall be governed by the laws of the state of Florida and the federal laws of the United States of America without regard to conflicts of laws principles. Any legal action or proceeding, claim or dispute whatsoever arising out of, under or in connection with this Membership Agreement, including without limitation, its validity, interpretation, performance and breach, shall be submitted to the exclusive jurisdiction and venue of the state and federal courts located in Pasco County in the state of Florida, United States of America and you acknowledge that you do so voluntarily. You consent to service of any required notice or process upon you by email, registered mail, or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time you are first granted access to the membership portions of the Site, or such other address as you may advise us in writing to use, from time to time. By execution of this Membership Agreement, You hereto accept for Yourself and in respect of Your property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts. If Crate2Create.com and/or Big Resources, Inc. is obligated to go to court, rather than arbitration, to enforce any of its rights, or to collect any fees, 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.

26. GENERAL. You specifically agree and acknowledge that you have, in addition to the terms of this Membership Agreement, reviewed the terms of the

Crate2Create.com End-User Content License Agreement, Terms of Use and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation herein you agree to be bound by them.

- 26.1 **Assignment.** This Membership 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 or Big Resources, Inc. may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.
- 26.2 **Severability.** If all or part of any provision of this Membership 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 Membership Agreement and all other terms within the Membership Agreement shall survive and remain in full force and effect as if the stricken terms were not a part of the original Membership 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.
- 26.3 **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 Membership 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 the Membership Agreement or prejudice the rights to take subsequent action.
- 26.4 **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 membership granted to you, or of your use of the Products, pursuant to this Membership 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 Membership 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 Membership Agreement with any court or regulatory authority of competent jurisdiction, including without limitation, an arbitration proceeding, then 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.
- 26.5 **Relationship Between the Parties.**
- (i) Nothing in this Membership Agreement:
 - (a) constitutes a partnership between the parties; and
 - (b) except as expressly provided, makes their party an agent of another party for any purpose.

- (ii) A party cannot in anyway or for any purpose, except as expressly provided herein:
 - (a) bind another party; or
 - (b) contract in the name of another party.
- (iii) If a party must fulfill an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

26.6 **Force Majeure.** Except as may be otherwise specifically provided in this Membership Agreement, Crate2Create.com and Big Resources, Inc. shall not be in default under this Membership 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.

26.6 **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 Membership Agreement.

26.7 **Disclaimer.** Crate2Create.com, Big Resources, Inc., nor it affiliates make any statement, warranty, representation or promise not expressly set out in this Membership Agreement, or required by law.

26.8 **Notices.** Any notice given in accordance with this Membership Agreement will be correctly given if it is in writing and is emailed to party to the email address that that party has nominated or any other email address as may be notified for the purpose of the service of notices. A notice will be deemed to have been given on the date of delivery.

27. **CONTACT.** If you have any questions or concerns regarding the terms and conditions of this Membership 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.

28. **ACKNOWLEDGMENT.** YOU ACKNOWLEDGE THAT YOU HAVE READ THIS MEMBERSHIP AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND CRATE2CREATE.COM AND BIG RESOURCES, INC., WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS, WARRANTIES, OR COVENANTS, WHETHER ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND CRATE2CREATE.COM RELATING TO THE SUBJECT OF THIS MEMBERSHIP AGREEMENT AND IT IS BINDING UPON YOU AND YOUR PERMITTED SUCCESSORS AND ASSIGNS. FURTHER, YOU AGREE THAT PLACING THIS MEMBERSHIP AGREEMENT ON THE CRATE2CREATE.COM WEBSITE SHALL SERVE AS SUFFICIENT NOTIFICATION OF CRATE2CREATE.COM'S MEMBERSHIP AGREEMENT, WHICH MAY BE AMENDED FROM TIME TO TIME, AND THAT ANY PURCHASE ON CRATE2CREATE.COM, ANY ACCESS TO

CRATE2CREATE.COM, OR ANY ACCESS TO CRATE2CREATE.COM PRODUCTS REPRESENTS YOUR AFFIRMATIVE UNDERSTANDING AND ACCEPTANCE OF THIS MEMBERSHIP AGREEMENT, AND ANY MODIFICATIONS, CHANGES, OR REVISIONS TO THE MEMBERSHIP AGREEMENT, AND ALL TERMS AND CONDITIONS OUTLINED HEREIN.

ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED.