

TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE AND THE RELATED PRIVACY POLICY CAREFULLY BEFORE USING THESE SERVICES. BY USING THESE SERVICES, YOU AGREE TO THESE TERMS OF USE.

The following Terms of Service (the "Terms of Service") apply to your use of all websites, mobile applications, and other products and services owned, controlled, operated, or hosted (whether now or in the future) by ShoutOut3D® dba ShoutOut3D® and/or its corporate affiliates, parents or subsidiaries (collectively referred to herein, solely for ease of reference as "ShoutOut3D®", "us" or "we"), including but not limited to ShoutOut3D.com, Candlewood Productions LLC, and all related applications, services, tools, software, and functionalities (collectively the "ShoutOut3D® Services").

IMPORTANT NOTE: THE FOLLOWING TERMS OF SERVICE CONTAIN PROVISIONS THAT REQUIRE YOU TO RESOLVE ANY DISPUTE WITH US THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS AND NOT AS PART OF ANY CLASS OR REPRESENTATIVE ACTION. PLEASE SEE SECTION 25 (Binding Arbitration And Class Action Waiver) OF THE FOLLOWING TERMS OF SERVICE FOR DETAILS.

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Welcome to ShoutOut3D®!

ShoutOut3D® as dba under Candlewood Productions LLC, is a Minnesota limited liability company that creates, produces, and distributes entertainment Content (as defined below) and allows users to upload User Materials (as defined below) and create, post, share, send, and receive content through the ShoutOut3D® Services.

These Terms of Service set forth certain terms and conditions of the legal contract between you and ShoutOut3D® with respect to your use of the ShoutOut3D® Services, whether you are an unregistered visitor ("Visitor"), a free account holder ("Free Account Holder"), or a paying member ("Member"). By using, visiting, or browsing any of the ShoutOut3D® Services, you agree to be bound by these Terms of Service, as well as our Privacy Policy and the Legal Notices, each of which is incorporated herein by reference. In addition, if you make any purchases through any of the ShoutOut3D® Services, you agree to be also bound by our Terms of Sale. If you do not agree to these Terms of Service, please do not use any of the ShoutOut3D® Services.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND AN ARBITRATION CLAUSE IN SECTION 25 THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

1. CERTAIN DEFINITIONS:

As used herein, the following capitalized terms shall have the meanings set forth as follows:

"Content" means and includes, without limitation, photos, images, artwork, graphics, videos, audios, animations, text, editorials, comments, writings, personal information, music, liner notes, lyrics, and other elements and materials, in any media or format now known or hereinafter devised, whether physical, electronic, digital, analog, or otherwise.

"Collaborative Content" means any customized Content that results from users incorporating User Materials into ShoutOut3D® Content (as defined below) as the functionality of the ShoutOut3D® Services may allow and enable from time to time.

"ShoutOut3D® Content" means any and all Content (excluding User Materials) made available through the ShoutOut3D® Services, including Content owned or controlled by ShoutOut3D® and/or its corporate affiliates, as well as Content licensed or otherwise provided to ShoutOut3D® by Licensors/Suppliers (as defined below).

"Licensors/Suppliers" means any and all third parties that make available to ShoutOut3D® (pursuant to a license or otherwise) their proprietary content, products, or services for use, deployment, display, performance, and/or distribution via the ShoutOut3D® Services. For the avoidance of doubt, the term "Licensors/Suppliers" includes third parties that place, display, or distribute their advertising, promotional, or sponsorship Content on the ShoutOut3D® Services.

"Trademarks" means any and all marks, brands, logos, designs, character names, location names, slogans, catch words and phrases, business names, trade names, trade dress, packaging designs, label designs, webpage layouts, look and feel, and other indicia of source, origin, or identification, owned or controlled by ShoutOut3D®, its corporate affiliates, and/or Licensors/Suppliers. Any and all Trademarks owned or controlled by ShoutOut3D® and/or its corporate affiliates, including, without limitation, the ShoutOut3D® name and logos and characters, and the layout and design of the websites and mobile applications, are referred to hereinafter as **"ShoutOut3D® Trademarks"**; and any and all Trademarks owned or controlled by Licensors/Suppliers, including, without limitation, those listed in the legal notices referenced in Section 2 below, are referred to hereinafter as **"Licensors/Suppliers Trademarks."**

"User Materials" means Content which users upload, submit, record, stream, distribute, or otherwise make available through the ShoutOut3D® Services, but excluding any and all ShoutOut3D® Content.

2. LICENSORS/SUPPLIERS NOTICES & DISCLAIMERS:

Please view the special notices and disclaimers regarding ShoutOut3D®'s current Licensors/Suppliers. Such notices and disclaimers constitute an integral part of these Terms of

Service.

3. TERM/FEEES:

These Terms of Service shall remain in full force and effect for as long as you use any of the ShoutOut3D® Services, whether as a Visitor, Free Account Holder, or Member (the "Term"). You may terminate your free account or membership at any time and for any reason. ShoutOut3D® may terminate your free account or membership at any time and for any reason, effective immediately upon sending notice to you at the email address you provided during the account set-up process, or such other email address as you may subsequently provide to ShoutOut3D®. If ShoutOut3D® terminates your free account or membership to the ShoutOut3D® Services due to a breach of these Terms of Service, you shall not be entitled to the refund of any unused portion of membership fees (if any). Even after the free account and/or membership is terminated, these Terms of Service will remain in full force and effect, provided, however, that the User Materials uploaded by you may no longer be accessible through the ShoutOut3D® Services once your account has been terminated.

Notwithstanding the foregoing, you acknowledge that once your User Materials are integrated into Collaborative Content, all of the licenses for such User Materials, as granted in Sections 8 and 9 of these Terms of Service, shall extend in perpetuity, meaning that ShoutOut3D® will have the perpetual right throughout the world to exploit such Collaborative Content embodying your User Materials in any and all media now known or hereafter devised.

By using the ShoutOut3D® Services and/or by becoming a Member, you acknowledge that ShoutOut3D® reserves the right to charge a payment for the ShoutOut3D® Services and the right to terminate your account or membership should you breach these Terms of Service or fail to pay for the ShoutOut3D® Services, as required by these Terms of Service or our Terms of Sale. Please keep in mind that ShoutOut3D®'s membership fees at registration (if any) may change from time to time.

4. ELIGIBILITY; LIMITED USER LICENSE FOR SHOUTOUT3D® CONTENT:

Use of the ShoutOut3D® Services is void where prohibited by law. By signing up to become a Free Account Holder or Member through the ShoutOut3D® Services, you represent and warrant that: (i) all registration information submitted directly by you or via third-party sign-on service (e.g., Facebook Connect) is truthful and accurate and you agree to maintain the accuracy of such information; (ii) you are at least 16 years of age; and (iii) your use of the ShoutOut3D® Services does not violate any applicable law or regulation. Your account information and data may be deleted without warning if it is discovered that you have misrepresented your age or any other account and/or membership data. We may, in our sole discretion, refuse to offer the ShoutOut3D® Services to any user or entity that does not meet our eligibility criteria and we retain the right to change such eligibility criteria at any time.

Subject to your strict compliance with these Terms of Service and except as otherwise expressly permitted by these Terms of Service or by ShoutOut3D®, ShoutOut3D® grants you a limited,

personal, non-exclusive, non-commercial, revocable, non-assignable, and non-transferable license to download, view, and/or play the ShoutOut3D® Content (excluding source and object code) **for your personal, non-commercial use only**, PROVIDED that: (i) you maintain all copyright and other proprietary notices contained in the ShoutOut3D® Content or any copy you may make of the ShoutOut3D® Content; (ii) you do not use the ShoutOut3D® Content in a manner that suggests an association with ShoutOut3D® or any of its Licensors/Suppliers or any of their products, services, or brands; (iii) you do not modify the ShoutOut3D® Content; (iv) you do not allow or aid or abet any third party (whether or not for your benefit) (a) to copy or adapt the object code of any of the ShoutOut3D® Services or (b) reverse engineer, decompile, reverse assemble, modify, or attempt to discover any source code associated with any of the ShoutOut3D® Services or other products or processes accessible through the ShoutOut3D® Services; and (v) you do not insert any code or product to manipulate the ShoutOut3D® Content in any way that affects any user's experience. You also agree that you will not: (a) use any robot, spider, rover, scraper, or any other data mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy, or distribute the ShoutOut3D® Content (except as may be a result of standard search engine or internet browser usage), nor will you (b) modify, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third-party web site, or otherwise use the ShoutOut3D® Content in any way for any public or commercial purpose except as expressly permitted by these Terms of Service or by ShoutOut3D®.

5. USER CONDUCT:

We're happy to provide our services to you, but you need to do your part as well. All ShoutOut3D® Content and ShoutOut3D® Services are solely for your personal use, and **corporate or commercial use is expressly prohibited**. You are solely responsible for all User Materials posted or distributed by you or through your account with ShoutOut3D®, including any email messages, and for all your interactions with other users. Your commitment to this agreement is extremely important. (Corporate or commercial interest in Logos or 3D images, website, audio or video may be directed to <http://candlewoodproductions.com> for estimate.)

We want all our users to feel safe while using our services and we ask that you act responsibly in a manner demonstrating the exercise of good judgment. For example and without limitation, you agree not to: (i) violate any applicable law or regulation; (ii) submit or upload any materials that conflict with any of your representations and warranties set forth in Section 15 of these Terms of Service; (iii) infringe the rights of any third party, including without limitation, intellectual property, privacy, publicity, and/or contractual rights; (iv) use any content or information available through the ShoutOut3D® Services for any unauthorized purpose; (v) mislead users as to the features, functionality, origin, or capabilities of the ShoutOut3D® Services; (vi) interfere with or damage any of the ShoutOut3D® Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing of electronic mail address information, or similar methods or technology; (vii) use any of the ShoutOut3D® Services to transmit, distribute, post, or submit any information concerning any other person or entity, including

without limitation, photographs of others, personal contact information, or account numbers, or any defamatory materials of any kind, except where you have obtained express permission from such other person or entity in connection with any of the foregoing; (viii) use any of the ShoutOut3D® Services in connection with the distribution of unsolicited commercial e-mail ("**Spam**") or advertisements; (ix) "stalk" or harass any other user of the ShoutOut3D® Services; (x) collect or store any information about any other user other than in the course of the permitted use of the ShoutOut3D® Services; (xi) use any of the ShoutOut3D® Services for any commercial purpose whatsoever (including, without limitation, to research, advertise, market, promote, sell, or otherwise exploit any product or service); (xii) sell or otherwise transfer any user information (e.g., user profiles) or other user's User Materials); or (xii) assist any third party in doing any of the foregoing.

ShoutOut3D® reserves the right, in its sole discretion and without prior notice to you, to limit the amount of ShoutOut3D® Content and Collaborative Content you may send and the number of recipients to whom you may send such ShoutOut3D® Content or Collaborative Content through the ShoutOut3D® Services. If ShoutOut3D® determines, in its sole discretion, that you are in violation of any of the foregoing and/or are a repeat infringer of third-party intellectual property rights, ShoutOut3D® will terminate your account and/or membership, as the case may be, and prohibit you from creating new accounts through the ShoutOut3D® Services. You are solely responsible for any interactions with other users of the ShoutOut3D® Services. ShoutOut3D® takes no responsibility for any damage or harm resulting from your interactions with other users of the ShoutOut3D® Services. ShoutOut3D® reserves the right, but shall have no obligation, to monitor interactions between you and other users of the ShoutOut3D® Services and take any action in good faith to restrict access to or the availability of any material that ShoutOut3D® or another user of the ShoutOut3D® Services may consider to be obscene, lewd, defamatory, lascivious, filthy, excessively violent, harassing, or otherwise objectionable.

Your ShoutOut3D® account may NOT include any photographs that contain nudity, violence, or offensive subject matter, as determined in ShoutOut3D®'s sole discretion. Information provided by other ShoutOut3D® users may contain inaccurate, inappropriate, and/or offensive material, and ShoutOut3D® assumes no responsibility or liability for this material.

6. PRIVACY:

Your privacy is extremely important to us. The ShoutOut3D® Services allow, among other things, users who are 16 or older to upload User Materials which may contain personal content (e.g., photographs and information about themselves and others for whom they have the authority or permission to post photos and information) to be shared, sent, and/or posted both in public forums and through private messaging. Accordingly, by submitting personal content through any of the ShoutOut3D® Services, you hereby waive any and all privacy expectations (including the privacy expectations of any other individual who appears in the submitted content) with respect to ShoutOut3D®'s use of such content. If you do not wish to have personal content viewable by others, you should not use the ShoutOut3D® Services.

Please view our Privacy Policy ([click here](#)) for details concerning our data practices.

7. OWNERSHIP:

You retain all right, title, and interest in and to the User Materials uploaded by you hereunder (including, without limitation, the copyrights therein and thereto), subject to the non-exclusive rights granted to ShoutOut3D® under these Terms of Service. You are free to grant similar rights to others during and after the Term. For the avoidance of doubt, when you upload User Materials through any of the ShoutOut3D® Services, you acknowledge that third parties may use your User Materials.

You acknowledge and agree that, as between ShoutOut3D® and you, ShoutOut3D® and/or its Licensors/Suppliers (as the case may be) are, and shall at all times remain, the sole and exclusive owner(s) of all right, title, and interest (including, without limitation, copyright) in and to the ShoutOut3D® Services, all Trademarks, and all ShoutOut3D® Content, and that your right to use the ShoutOut3D® Services, Trademarks, and ShoutOut3D® Content, as set forth herein, shall be for personal, non-commercial use only and shall not in any way transfer or convey any ownership rights or other proprietary interests therein to you.

8. LICENSE FOR USER MATERIALS:

Unless otherwise expressly stated in these Terms of Service or otherwise agreed between you and ShoutOut3D® in a writing signed by both parties, you hereby grant to ShoutOut3D® a worldwide, royalty-free, sub-licensable, transferable, assignable, non-exclusive license to do the following things during the Term (and in perpetuity with respect to any Collaborative Content as set forth in Section 3 of these Terms of Service): (i) to prepare and encode your User Materials, or any portion thereof for electronic, digital, and/or other transmission, manipulation, and exhibition in any format and by any means now known or hereafter devised; (ii) to display, copy, reproduce, create derivative works of, exhibit, publicly perform, broadcast, rebroadcast, transmit, retransmit, promote, distribute through any means (including electronic, analog and digital), and publish and/or otherwise exploit, in digital or physical form, any or all of your User Materials, including any portion thereof, and to include any such materials in compilations or other works, by any and all means in all media now known or hereinafter created, anywhere in the world, and for any purpose (for avoidance of doubt, the rights granted to ShoutOut3D® hereunder include the rights to make your User Materials available through the ShoutOut3D® Services, third-party websites, and electronic devices); (iii) to modify, adapt, change, or otherwise alter and create derivative works of the User Materials and use your User Materials as described in Section 8(ii); and (iv) to license and/or sublicense to any third party any of the foregoing rights in your User Materials, or any part or element thereof, subject to the terms and conditions of these Terms of Service.

You hereby agree not to assert any right, title, or interest in any and all Trademarks and ShoutOut3D® Content with which your User Materials may be combined or into which all or any portion of your User Materials may be incorporated. You acknowledge and agree that all right, title, and interest (including, without limitation, copyright, trademark, and other intellectual property rights)

in and to any and all Trademarks and ShoutOut3D® Content shall remain the sole and exclusive property of ShoutOut3D® and/or Licensors/Suppliers (as the case may be). For the avoidance of doubt, with respect to any and all Collaborative Content, you acknowledge and agree that your rights therein and thereto shall be expressly limited to your User Materials contained in such Collaborative Content and shall in no event extend to any ShoutOut3D® Content or any Trademarks contained or embodied therein.

9. LICENSE FOR USE OF NAME AND LIKENESS:

Unless otherwise expressly stated in these Terms of Service or otherwise agreed between you and ShoutOut3D® in a writing signed by both parties, you hereby grant to ShoutOut3D® a worldwide, royalty-free, sub-licensable, transferable, assignable, non-exclusive license to use (a) name(s), (to the extent contained or embodied in your User Materials) and (b) any other individual's name(s), where such other individual appears in your User Materials, in connection with the distribution, exploitation, promotion, marketing, and advertising of your User Materials, as described hereunder, during the Term (and in perpetuity with respect to any Collaborative Content as set forth in Section 3 of these Terms of Service).

You also agree not to assert any privacy, publicity, moral, or similar rights held by you (and to the extent any other person(s) whose name(s) are embodied in your User Materials, you represent and warrant that you have obtained all necessary consents from such third parties consistent with the full scope of rights granted to ShoutOut3D® pursuant to these Terms of Service, and you agree that such persons shall not assert any intellectual property, privacy, publicity, contractual, moral, or similar rights, or make any claims that your User Materials are objectionable or otherwise defamatory) under the laws of the United States and any other country in connection with the exploitation of such User Materials as described hereunder.

10. UNSOLICITED USER SUBMISSIONS:

ShoutOut3D® does not solicit user submissions of content/product/service/business ideas, concepts, suggestions, or proposals, including, without limitation, stories, scripts, fan fictions, characters, designs, drawings, or artwork. We ask that you do not make unsolicited submissions to ShoutOut3D®. If you do make an unsolicited submission to ShoutOut3D®, however, you expressly acknowledge and agree that: (i) your submission is not being made in confidence or in trust, and no contractual, fiduciary, or confidential relationship of any kind (whether express or implied) is created between you and ShoutOut3D® by reason of your submission; (ii) ShoutOut3D® and its affiliates, licensees, successors, and assigns will be free (with no obligation) to use your submission for any purpose and in any format or medium, and ShoutOut3D® and its affiliates, licensees, successors, and assigns will have no obligation or liability to you whatsoever, and you will have no right or claim to any compensation, payment, credit, attribution, notice, approval, or inspection of any kind whatsoever with respect to any such use; (iii) ShoutOut3D® or third parties may have independently developed, or may hereafter independently develop Content or material that is similar to your submission, and any similarity between your submission and any ShoutOut3D® Content or material or production is

purely coincidental; (iv) your submission is not returnable and may be retained indefinitely by ShoutOut3D® and its affiliates, licensees, successors, and assigns; (v) to the extent your submission includes any idea, concept, recommendation, suggestion, or proposal for a prospective product or service name, mark, logo, slogan, tagline, domain name, or other source identifier, ShoutOut3D® and its affiliates, licensees, successors, and assigns will be free (with no obligation) to adopt, use, register, and license to others such name, mark, logo, slogan, tagline, domain name, or other source identifier (including any variation thereof) for and in connection with their businesses throughout the world in perpetuity, and will have sole ownership of all statutory and common law trademark rights and all associated goodwill resulting from such adoption, use, registration, and licensing; and (vi) you waive the right to assert against ShoutOut3D® and its affiliates, licensees, successors and assigns, and you release and forever discharge ShoutOut3D® and its affiliates, licensees, successors and assigns from, any and all claims and damages based upon or relating to your submission, including, without limitation, claims and damages for copyright infringement, trademark infringement, invasion of privacy, violation of the right of publicity, defamation, libel, false light, unfair competition, unjust enrichment, idea theft, idea misappropriation, breach of implied contract, breach of fiduciary duty, and/or breach of confidence or trust.

11. THIRD-PARTY CONTENT & SITES:

The ShoutOut3D® Services may contain Content of third parties, including Content provided by Licensors/Suppliers and users (collectively "**Third-party Content**"), as well as links to third-party web sites ("**Third-party Sites**"). ShoutOut3D® does not control Third-party Content and Third-party Sites and makes no representations or warranties about them. You understand that by using the ShoutOut3D® Services, you may be exposed to Third-party Content or Third-party Sites that are false, offensive, indecent, or otherwise objectionable. Under no circumstances will ShoutOut3D® be liable in any way for any Third-party Content or Third-party Sites, including, without limitation, any errors or omissions in any Third-party Content or Third-party Sites or any loss or damage of any kind incurred as a result of the use of any Third-party Content or Third-party Sites. You agree to bear all risks associated with using or relying upon Third-party Content or Third-party Sites, including without limitation, profiles of other users.

YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH ANY THIRD PARTY ON OR THROUGH ANY OF THE SHOUTOUT3D® SERVICES INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF PRODUCTS AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES, AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD PARTY. YOU AGREE TO REVIEW AND EVALUATE ALL POLICIES, RULES, TERMS, AND REGULATIONS, INCLUDING THE PRIVACY POLICIES AND TERMS OF USE OF EACH AND ANY THIRD-PARTY SITE THAT YOU VISIT, AND BEAR ALL RISKS ASSOCIATED WITH, THIRD-PARTY CONTENT AND THIRD-PARTY SITES.

12. PROPRIETARY RIGHTS:

You acknowledge and agree that all ShoutOut3D® Services, Trademarks, and ShoutOut3D® Content are the property of ShoutOut3D® and/or Licensors/Suppliers (as the case may be) and are protected by rights of publicity, copyright, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorized by ShoutOut3D® and/or Licensors/Suppliers (as applicable), you may not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from, any Trademark or ShoutOut3D® Content, or otherwise use any Trademark or ShoutOut3D® Content in any way. You also agree not to retrieve data or other content or any materials from the ShoutOut3D® Services to create or compile, directly or indirectly, a collection, compilation, database, directory or the like, whether by manual methods, through the use of "bots," or otherwise. You further agree not to use any Trademark or ShoutOut3D® Content as metatags on other web sites. Moreover, you agree not to display any of the ShoutOut3D® Services in a frame (or any of our content via in-line links) without ShoutOut3D®'s express written permission.

13. LINKING POLICY:

Because we want you to share all the fun Content available through the ShoutOut3D® Services, you may link from your own website to one or more ShoutOut3D® Services, PROVIDED, however that you: (i) must NOT frame or create a browser or border environment around any of the Content on the linked ShoutOut3D® Services or otherwise mirror any part of the linked ShoutOut3D® Services; (ii) must NOT imply that ShoutOut3D® and/or any of its Licensors/Suppliers or the linked ShoutOut3D® Services are endorsing or sponsoring you, your site, or any of your products or services, unless expressly authorized in writing by ShoutOut3D® and/or its Licensors/Suppliers; (iii) must NOT present false information about or disparage, tarnish, or otherwise, in ShoutOut3D®'s sole opinion, harm ShoutOut3D® and/or any of its Licensors/Suppliers in any way; (iv) must NOT use any ShoutOut3D® Trademarks without the prior written permission of ShoutOut3D® or use any Licensors/Suppliers Trademarks without the prior written permission of their respective owners; and (v) must NOT contain Content that could be construed as distasteful, offensive, controversial, or otherwise objectionable (in ShoutOut3D®'s sole opinion). By linking to any of the ShoutOut3D® Services, you agree to be bound by and comply with all the above linking restrictions and requirements.

Notwithstanding anything to the contrary contained in these Terms of Service, ShoutOut3D® reserves the right to prohibit and deny linking to any of the ShoutOut3D® Services for any reason in its sole and absolute discretion, even if the linking complies with all of the restrictions and requirements described above.

14. USERNAME AND PASSWORD:

When available, any eligible user who creates a ShoutOut3D® account will select a username and password when completing the registration process or create an account using third-party single sign-on services (e.g. Facebook Connect). You are solely and fully responsible for maintaining the confidentiality of your username and password, or third-party credentials, for accessing ShoutOut3D® and will be solely and fully responsible for all activities that occur under that account. You agree to (a)

immediately notify ShoutOut3D® of any unauthorized use of your username and password or any other breach of security and (b) log off from your account at the end of each session. ShoutOut3D® cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 14.

15. REPRESENTATIONS AND WARRANTIES:

You represent and warrant that:

1. you have the full right and power to enter into and perform these Terms of Service and to grant ShoutOut3D® and Licensors/Suppliers all rights to use your User Materials (including individuals' names or/and other elements of identity embodied therein) as contemplated in these Terms of Service, including, without limitation, the license grants in Sections 8 and 9 of these Terms of Service;
2. you exclusively own and/or control all right, title, and interest (including, without limitation, copyright) in and to your User Materials, and have secured all necessary third-party consents, rights, licenses, and permissions, if any, required in order for you to enter into and perform these Terms of Service and to grant ShoutOut3D® and Licensors/Suppliers all rights to use your User Materials (including individuals' names or/and other elements of identity embodied therein) as contemplated in these Terms of Service (including, without limitation, consents, and permissions from owners of any elements that are used or otherwise incorporated into your User Materials);
3. your User Materials (and ShoutOut3D®'s use thereof as contemplated under these Terms of Service) do not and will not infringe on any rights of any third party, including any trademark, copyright, patent, trade secret, right of privacy or publicity, or moral rights of any third party;
4. all information that you have provided or will provide to ShoutOut3D® is true and complete;
5. your User Materials do not and will not violate any law, statute, ordinance, or regulation;
6. your User Materials do not and will not: (i) be defamatory, libelous, slanderous, or threatening; (ii) contain sexually explicit content that is pornographic, obscene, harmful to minors or constitute violations of child pornography or child sexual exploitation laws; (iii) denigrate any ethnic, racial, sexual, or religious group by stereotypical depiction or otherwise; (iv) exploit images or the likeness of any individual other than yourself (except where you have obtained express permission from such other individual(s) for such exploitation); (v) encourage or otherwise depict glamorized drug use; (vi) make use of offensive language or images; (vii) promote physical harm of any kind against any individual or group or characterize violence as acceptable, glamorous, or desirable; (viii) contain your or any other individual's personal contact information; (ix) promote an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files; (x) provide instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; (xi) solicit passwords or personal identifying information for commercial or unlawful purposes from other users; and/or (xii) engage in any commercial activities whatsoever and/or sales without ShoutOut3D®'s prior written consent; and
7. your User Materials do not and will not contain any viruses or other programming routines that may detrimentally interfere with computer systems or data, whether those of ShoutOut3D® or any third party.

16. USER DISPUTES:

It is important to keep in mind that you are solely responsible for your interactions with other users. ShoutOut3D® reserves the right, but has no obligation, to monitor disputes between you and other users.

17. DOWNLOADABLE ITEMS; COLLABORATIVE CONTENT:

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18. INDEMNITY:

You agree to defend, indemnify, reimburse, and hold ShoutOut3D® and its parents, subsidiaries and affiliated entities, its Licensors/Suppliers, and its and their respective members, managers, officers, directors, representatives, employees, agents, successors, designees, licensees, sublicensees, and assigns harmless from and against any and all liability, loss, damages, judgments, costs, and expenses (including reasonable attorney's fees, costs and expenses, and court costs) arising out of or related to: (i) your use of the ShoutOut3D® Services; (ii) ShoutOut3D®'s use of your User Materials; (iii) any breach or alleged breach of your representations and warranties and/or any breach, alleged breach, or violation of the notices, terms, and conditions hereof; and (iv) your violation or alleged or threatened violation of any laws, rules or regulations, or any rights of a third party, including, without limitation, any trademark, copyright, patent, trade secret, defamation, right of privacy or publicity, or moral rights of any third party, arising from the submission and/or use of your User Materials as contemplated hereunder.

19. SHOUTOUT3D®'S PERFORMANCE:

ShoutOut3D® strives to provide you with the best possible experience, but we can't guarantee that there will be no errors or interruptions on our end. You acknowledge and agree that the operation of the ShoutOut3D® Services may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors and ShoutOut3D® shall not be responsible to you or others for any such interruptions, errors, or problems or an outright discontinuance of the ShoutOut3D® Services. There are no assurances whatsoever that any of your User Materials or any part or element thereof shall actually be utilized through any of the ShoutOut3D® Services or if so utilized continue to be available for any particular time. ShoutOut3D® has the right, in ShoutOut3D®'s sole and absolute discretion, to remove from the ShoutOut3D® Services at any time your User Materials or any part thereof and/or to revoke any sublicense granted by ShoutOut3D® to any affiliate or unaffiliated third party. Notwithstanding the foregoing, ShoutOut3D® does not control the content of any User Materials and does not have any obligation to monitor such content for any purpose. You acknowledge that you are solely responsible for all content submitted through the ShoutOut3D® Services. The ShoutOut3D® Services may be discontinued at any time, with or without reason and without any liability to you or to any third party for any modification or discontinuance of the ShoutOut3D® Services.

20. NO WARRANTY:

ALL OF THE SHOUTOUT3D® SERVICES AND SHOUTOUT3D® CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHOUTOUT3D® AND ITS LICENSORS/SUPPLIERS

DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: UNINTERRUPTED OR CONTINUOUS AVAILABILITY OF THE SHOUTOUT3D® SERVICES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THE SHOUTOUT3D® SERVICES.

IN ADDITION, ALTHOUGH SHOUTOUT3D® INTENDS TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES OR OTHER DESTRUCTIVE MATERIALS INTO THE SHOUTOUT3D® SERVICES, AND WHETHER OR NOT SHOUTOUT3D® IMPLEMENTS THE AFOREMENTIONED REASONABLE PROTECTIONS, SHOUTOUT3D® DOES NOT WARRANT THAT THE SHOUTOUT3D® SERVICES, ANY PART THEREOF, OR ANY INFORMATION OR OTHER MATERIAL ACCESSIBLE THROUGH THE SHOUTOUT3D® SERVICES IS FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THESE TERMS OF SERVICE.

BY ACCESSING OR USING ANY OF THE SHOUTOUT3D® SERVICES, YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE SUCH SHOUTOUT3D® SERVICES.

21. NO LIABILITY FOR THIRD-PARTY USE:

SHOUTOUT3D® DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ANY THIRD-PARTY USE OF THE USER MATERIALS MADE AVAILABLE THROUGH THE SHOUTOUT3D® SERVICES BY YOU PURSUANT TO THESE TERMS OF SERVICE. YOU SHALL BE SOLELY RESPONSIBLE FOR SEEKING RELIEF FOR ANY UNAUTHORIZED USE OF YOUR USER MATERIALS BY A THIRD PARTY AND NOT FROM SHOUTOUT3D® OR ANY OF ITS LICENSORS/SUPPLIERS. THIS MEANS, AMONG OTHER THINGS, THAT IF ANOTHER PERSON OBTAINS YOUR USER MATERIALS FROM SHOUTOUT3D® (WHETHER OR NOT WITH SHOUTOUT3D®'S PERMISSION) AND USES THOSE MATERIALS IN A WAY NOT AUTHORIZED PURSUANT TO THE LICENSES GRANTED HEREUNDER, YOU WILL SEEK REDRESS FROM THAT OTHER PERSON AND NOT FROM SHOUTOUT3D® OR ANY OF ITS LICENSORS/SUPPLIERS, AND THAT YOU WILL NOT HOLD SHOUTOUT3D® OR ANY OF ITS LICENSORS/SUPPLIERS RESPONSIBLE OR LIABLE FOR SUCH UNAUTHORIZED USE.

22. EXCLUSION OF DAMAGES:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT (INCLUDING NEGLIGENCE) SHALL SHOUTOUT3D®, ITS OFFICERS, DIRECTORS, MEMBERS, PARENTS, AFFILIATES, SUBSIDIARIES, LICENSEES, ASSIGNS, SUCCESSORS, AGENTS, REPRESENTATIVES, EMPLOYEES, OR LICENSORS/SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY AND DAMAGES FOR

LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR EXEMPLARY DAMAGES), WHETHER OR NOT SHOUTOUT3D® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR THE USE OR PERFORMANCE OF THE SHOUTOUT3D® SERVICES. IN NO EVENT SHALL SHOUTOUT3D®'S TOTAL LIABILITY TO YOU UNDER THESE TERMS OF SERVICE FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY EXCEED \$200.00 USD. YOU EXPRESSLY WAIVE ANY AND ALL RIGHT TO SEEK OR OBTAIN EQUITABLE OR INJUNCTIVE RELIEF RELATING IN ANY WAY TO THESE TERMS OF SERVICE, THE SHOUTOUT3D® SERVICES, AND/OR ANY USER MATERIALS (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ANY USE OF YOUR USER MATERIALS BY SHOUTOUT3D®). THE PARTIES ACKNOWLEDGE AND AGREE THAT SHOUTOUT3D® HAS ENTERED INTO THESE TERMS OF SERVICE IN RELIANCE ON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN YOU AND SHOUTOUT3D® AND FORM THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

23. EXPORT CONTROLS:

Software made available through the ShoutOut3D® Services (the "**Software**") is further subject to United States export controls. No Software may be downloaded through the ShoutOut3D® Services or otherwise exported or re-exported (a) into (or to a national or resident of) any Country to which the U.S. has embargoed goods or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

24. GOVERNING LAW, VENUE, AND JURISDICTION:

You and ShoutOut3D® each agree that the laws of the State of Minnesota, without regard to principles of conflict of laws, will govern your use and purchase of products and services, these Terms of Service, and any dispute of any sort that might arise between you and ShoutOut3D® or any of our affiliates. Without limiting the generality of the preceding sentence, the United States Federal Arbitration Act and federal arbitration law shall apply to these Terms of Service.

With respect to any disputes or claims not subject to arbitration (as set forth below), you and ShoutOut3D® each agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in the Hennepin County, Minnesota, and **BOTH YOU AND SHOUTOUT3D® IRREVOCABLY** consent to, and waive all defenses of, lack of personal jurisdiction and forum non convenience with respect to venue and jurisdiction in the state and federal courts located in the Hennepin County, Minnesota.

25. ARBITRATION AND WAIVER OF JURY TRIAL:

YOU AND SHOUTOUT3D® AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS OF SERVICE OR THE SALE OF ANY PRODUCT OR SERVICE BY SHOUTOUT3D® SHALL BE FINAL AND BINDING ARBITRATION, except that: (i) to the extent that either of us has in any manner infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark, or trade secret rights, such other party may seek injunctive or other appropriate relief; and (ii) you may assert a claim in a small claims court if your claim qualifies.

In the event of a dispute, you or ShoutOut3D® must send to the other party a notice of dispute, which is a written statement that sets forth the name, address and contact information of the party giving the notice, the facts giving rise to the dispute, and the relief requested. You must send any notice of dispute in writing to us at ShoutOut3D®, @ShoutOut3D®@gmail.com. We will send any notice of dispute to you at the contact information we have for you.

Unless you and ShoutOut3D® are able to resolve the dispute through informal negotiation within sixty (60) days from the date a party's notice of dispute is sent to the other party, either you or ShoutOut3D® may commence arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the U.S. Federal Arbitration Act.

By using the ShoutOut3D® Services in any way, you unconditionally consent and agree that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against ShoutOut3D® and/or its parent, subsidiaries, affiliates and each of their respective members, officers, directors and employees (all such individuals and entities collectively referred to herein as the "ShoutOut3D® Entities") arising out of, relating to, or connected in any way with the ShoutOut3D® Services or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by SHOUTOUT3D® and conducted before a sole arbitrator in accordance with the rules of SHOUTOUT3D®; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in Minneapolis, Minnesota (HENNEPIN COUNTY); (4) the arbitrator's decision shall be controlled by the terms and conditions of these Terms of Service and any of the other agreements referenced herein that the applicable user may have entered into in connection with the ShoutOut3D® Services; (5) the arbitrator shall apply Minnesota law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only your and/or the applicable ShoutOut3D® Entity's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against you or any ShoutOut3D® Entity; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any ShoutOut3D® Entity exceed \$125 USD, and you are unable (or not required under the rules of SHOUTOUT3D®) to pay any fees and deposits that exceed this amount, ShoutOut3D® agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate

that the costs of arbitration will be prohibitive as compared to the costs of litigation, ShoutOut3D® will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of ShoutOut3D®, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor ShoutOut3D® shall be entitled to arbitrate their dispute. For more information on SHOUTOUT3D® and/or the rules of SHOUTOUT3D®, visit their website at www.ShoutOut3D.com.

26. ASSIGNMENT:

ShoutOut3D® shall have the right to assign these Terms of Service in whole or in part to any person or business entity. You may not assign your rights or delegate your obligations under these Terms of Service without the prior written consent of ShoutOut3D®.

27. NOTICES:

All copyright infringement notifications to ShoutOut3D® in regard to any Content (including User Materials) available through the ShoutOut3D® Services must be made in accordance with the section entitled "NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT" contained in our Legal Notices.

All other notices, requests, and other communications ("**Communications**") under these Terms of Service must be in writing and sent to ShoutOut3D@gmail.com, ATTN: Legal Department. Communications shall be deemed received: (i) for Communications sent by registered or certified mail, postage prepaid, return receipt requested or by Federal Express or other reputable overnight courier service, on the date of receipt as indicated on the return receipt; (ii) for Communications sent by personal delivery, on the date of personal delivery; and (iii) for Communications sent by facsimile, upon transmission subject to telephone confirmation of receipt. No other form of notice shall be accepted under these Terms of Service.

28. ENTIRE AGREEMENT:

These Terms of Service, together with our Terms of Sale, Privacy Policy, and Legal Notices, set forth the entire understanding and agreement of you and ShoutOut3D® as to the subject matter hereof and supersedes all prior proposals, discussions, or agreements (oral and written) with respect to such subject matter. If any provision of these Terms of Service shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions. ShoutOut3D®'s failure to act with respect to a breach by you or others does not waive ShoutOut3D®'s right to act with respect to

antecedent, subsequent, or similar breaches.

29. MODIFICATION:

ShoutOut3D® reserves the right to change the terms of these Terms of Service from time to time in its sole discretion. In the event of such changes, ShoutOut3D® will post the changes on the ShoutOut3D® Services and/or notify you via email. Also, ShoutOut3D® may ask you to review and acknowledge or consent to the changes at the time of your next account login or at the time of your next usage of the ShoutOut3D® Services. By continuing to use any of the ShoutOut3D® Services, you agree to be bound by the changes to these Terms of Service and the new terms of the Terms of Service shall govern all prior and future submissions of your User Materials.