

Sketch & Paws TERMS OF USE

Thank you for choosing Sketch & Paws. These terms and conditions apply to your use of the Services we provide. Before you use any of the Services, it is important that you carefully review these Terms and Conditions (the "Terms"). Your use of the Sketch & Paws Services means that you have read and agree to all the terms of use set forth below. If you do not agree with these Terms, then do not submit any photos or images to Sketch & Paws. If you have any questions, feel free to contact us by email at whitney@sketchandpaws.com.

- I. Conduct** We are committed to ensuring that our Services remain a fun and safe place to be creative. To this end, we require that every user of the Services refrain from uploading, or otherwise using the Site to process "Prohibited Content." Generally, Prohibited Content includes (without limitation) any of the following:
- a. Content we believe is abusive, deceptive (including content sent from an anonymous or false address), pornographic, obscene, defamatory, slanderous, offensive, or otherwise inappropriate.
 - b. Copyrighted material that is used without the express permission of the owner.
 - c. Content that is designed to or will harass, threaten, defame or abuse others.
 - d. Content that depicts, celebrates, glorifies, cruelty to animals, or characterizes the abuse of animals as acceptable, glamorous, or desirable.
 - e. Content or other material that contains viruses, worms, corrupt files, Trojan horses and other forms of corruptive code or any other content, which may compromise the Site.

Sketch & Paws has the sole discretion to determine whether content is Prohibited Content, and any content submitted to the Services may be examined at any time. You acknowledge that, Sketch & Paws has the absolute right (but not the obligation) to review materials for any reason, at any time, without notice. In the event of a dispute pertaining to any content, Sketch & Paws may disclose content to parties to the dispute (including their agents and governmental authorities).

Notwithstanding the above, when you use the Services, you acknowledge and agree that all content (whether private or public) that is submitted is the sole responsibility of the person who submitted it. In other words, you are responsible for any content that you submit.

- II. No Resale of Service** You agree not to reproduce, duplicate, copy, sell, resell or exploit any part of the Services, use of the Services, or access to the Services for any commercial purposes.

III. Copyright

What You License to Sketch & Paws

For us to perform the Services, we need the rights to make use of the information and images you submit. Accordingly, as a condition to your use of the Services, you hereby grant Sketch & Paws a perpetual, universal, nonexclusive right to copy, display, modify, transmit, make derivative works of and distribute any content transmitted or provided to the Services by you. You remain the owner of all original content that you submit to the Site and you represent and warrant to Sketch & Paws that you are the owner of the copyright to content you submit to the Site or that you have written permission from the copyright owner to submit such content.

Sketch & Paws is sole owner of the derivative work it creates through the Services and all the intellectual property rights associated with that derivative work, including the right to reproduce the derivative work and sell items that contain the derivative work.

IV. Indemnity YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SKETCH & PAWS (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SUPPLIERS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THESE TERMS OR ANY ACTIVITY RELATED TO YOUR ACCOUNT (INCLUDING NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR ANY OTHER PERSON ACCESSING THE SERVICES USING YOUR ACCOUNT.

V. Termination You agree and acknowledge that Sketch & Paws, in its sole discretion, may terminate your Sketch & Paws account or use of the Services, and remove and discard any content submitted to the Site, at any time, without notice, for any reason, including but not limited to:

- a. Conduct violating these Terms or other policies, or guidelines set forth by Sketch & Paws elsewhere on the Site;
- b. Conduct that Sketch & Paws believes is harmful to other Sketch & Paws users, the business of Sketch & Paws, or other third-party information providers.
- c. Conduct that violates the spirit of these Terms.

Further, you agree that Sketch & Paws shall not be liable to you or any third-party for any termination of your access to the Services. We urge you to make personal copies of all content you submit.

VI. General All disputes arising out of or otherwise relating to these Terms and/or the Services shall be resolved under Washington law, irrespective of its choice of law rules. You hereby irrevocably consent to the exclusive personal jurisdiction and venue by the state and federal courts in King County, Washington.

These Terms constitute the entire agreement between you and us governing your use of the Services. If any provisions of these Terms should be held by a court of competent jurisdiction to be contrary to law, or to be invalid or unenforceable, the other provisions shall remain in full force and effect.

Printed Name

Signature

Date