

TERMS and CONDITIONS

Web Site User Agreement

This Internet Web Site Use and Marketing Support Agreement (the "Agreement") is between you and Woodall Promotions, Inc. dba Woodall Creative Group (the "Company") with executive offices at 52-B Jopena Boulevard, Hoschton, GA 30548. The use of the Company Internet Web Site (the "Web Site") is subject to the following terms and conditions of use:

- (1) You agree to read these terms and conditions of use carefully before using the Web Site. Use of the Web Site signifies your unconditional agreement to the terms and conditions of this Agreement. If you do not agree to these terms and conditions of use, do not access or otherwise use this Web Site. These terms and conditions are subject to revisions and amendment at any time and continued use of the web site shall be deemed acceptance of those revised or amended terms.
- (2) The Company reserves the right, at its sole discretion, from time to time to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes in the Agreement will be posted on the Web Site. Continued use of the Web Site is acceptance of any modification.
- (3) The Web Site is protected by one or more copyrights pursuant to U.S. copyright laws, international conventions and other intellectual property laws. You will abide by any and all copyright notices, trademark notices, ownership information or restrictions contained in any Content on the Web Site. You may download and make copies of the Content and other downloadable items displayed on this Web Site, provided that you maintain all copyright and other notices contained in such Content. Copying or storing of any Content on the Web Site for reproduction, redistribution or publication to third parties for commercial purposes is expressly prohibited without prior written permission from the Company. All rights to the Company's copyrighted materials not expressly granted herein are reserved by the Company.
- (4) The Company, at its sole discretion, may change, suspend or discontinue any aspect of the Web Site at any time, including the availability of any Web Site feature, database or Content. The Company may also impose limits on certain features and services or restrict your access to parts or all of the Web Site without notice or liability.
- (5) You represent, warrant and covenant that you shall not upload, post or transmit to or distribute or otherwise publish through the Web Site any materials which: (i) restrict or inhibit any other user from using and enjoying the Web Site; (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent; (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or governmental regulation; (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; (v) contain a virus or other harmful or destructive elements; (vi) contain any information, software or other material of a commercial nature; (vii) contain advertising of any kind; or (viii) constitute or contain false or misleading indications of origin or statements of fact.
- (6) You hereby agree to defend, indemnify and hold harmless the Company, and all its officers, directors, agents, employees, information providers, affiliates, licensors and licensees from and against any and all liabilities, claims, penalties, losses, damages, cost and expense (including court costs and reasonable attorney's fees, interest expense and amounts paid in compromise or settlement), suits or actions arising out of or resulting from any breach by you of this Agreement, including the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any claim.
- (7) The Web Site may contain hypertext links and pointers to the other World Wide Web Internet sites and resources operated and controlled by party's other than the Company. Links to and from the Web Site to such third-party sites do not imply or constitute an endorsement by the Company of any third-party material or contents.
- (8) The Company does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information displayed or distributed through the Web Site. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. The Company reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Web Site.
- (9) The Company reserves 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 the Company's sole discretion are objectionable or in violation of this Agreement.
- (10) The Company Web Site, including all content, software, functions, materials and information made available on or accessed through the Web Site, is provided on an 'as is' bases. To the fullest extent permissible by law, the Company makes no representation of warranties of any kind whatsoever for the content on the Web Site or the materials, information and functions made accessible by the software used on or accessed through the Web Site, for any hypertext links to third party Web Sites or for any breach of security associated with the transmission of sensitive information through the Web Site or any linked site. Further, the Company disclaims any express or implied warranties, including, without limitation, merchantability, fitness for particular purpose and non-infringement. The Company does not warrant that the functions contained in the Web Site or any materials or content contained therein will be uninterrupted, error free or that defects will be corrected. The Company shall not be liable for the use of the Web Site, including without limitation, the content and any errors contained therein. To the fullest extent permissible by law, the Company shall not be liable to you for direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of or access to the Web Site or for any information obtained through the Web Site, whether based on contract, tort, strict liability or otherwise, even if the Company or any of its agents has been advised of the possibility of damages.

TERMS and CONDITIONS

Web Site User Agreement, Cont.

- (11) Some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, and therefore the preceding limitation may not apply to you. The Company does not warrant the availability, access or ability of company's servers to provide continuous coverage and you acknowledge that a server failure or loss of server access shall not be deemed an event of default of this agreement. Sole damages for loss of server access or server availability shall be actual cost incurred for Web Site hosting and you shall not be entitled to any lost profits or income or punitive or consequential damages of any kind.
- (12) Some comments and information on the Web Site may be based upon the Company's management's current expectations, estimates and/or projections about the Company's markets and industries. These statements about the Company are forward- looking statements which are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may differ from what is expressed or forecasted. Among the factors that could cause actual results to differ are uncertainties in competitive pricing pressures, general domestic and international economic conditions and market demand.
- (13) By posting messages, uploading files, inputting data or engaging in any other form of communication (individually or collectively "Communications") to the Web Site, you hereby grant to the Company a perpetual, worldwide, irrevocable, unrestricted, non- exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise fully exploit such Communications, in all media now known or hereafter developed. You hereby waive all rights to any claim against the Company for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights and rights of attribution in connection with such Communications.
- (14) You acknowledge that Communications involving the Web Site are not confidential and that Communications may be read or intercepted by others. You acknowledge that by submitting Communications to the Company, no confidential, fiduciary, and contractually implied or other relationship is created between you and the Company other than pursuant to this Agreement.
- (15) This agreement shall be governed by and construed in accordance with the laws of the state of Georgia, without regard to conflicts of law's provisions. You hereby agree and consent that the sole and exclusive jurisdiction for any action or proceeding arising out of or relating to this agreement shall be an appropriate state or federal court located in the state of Georgia.
- (16) The Company has a long-standing policy that does not allow it to accept or consider creative ideas, suggestions or materials other than those which have been specifically requested or otherwise affirmatively solicited by the Company in writing. It is the intent of this policy to avoid possible misunderstandings as to the ownership of creative ideas, concepts, suggestions or materials. If you send any creative materials, suggestions, ideas, notes, drawings, concepts or other information (collectively known as the "Information") to the Company in printed form, electronic means or otherwise, the Information shall be deemed to be the property of the Company and shall not be subject to any obligations of confidence, non-disclosure or non-usage. The Company is hereby entitled to unrestricted usage of the Information on a worldwide basis without compensation to the provider of the Information.
- (17) This Agreement constitutes the entire agreement between the Company and you with respect to your use of and access to the Web Site. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Company with respect to the Web Site. Use of the Web Site is unauthorized in any jurisdiction that does not give effect to all of the terms and conditions of this Agreement. Any cause of action you may have with respect to your use of and access to the Web Site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give legal effect to the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement or the Web Site to the same extent and subject to the same conditions as other business documents and records generated and maintained in printed form by the Company. The failure of the Company to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor bar the Company's right to enforce the provision.
- (18) The Company may gather, process and use information and materials received from you or collected through your use of the Web Site for any lawful reason or purpose. Information is not sold to third parties. company
- (19) If you provide your user name and password to any staff member or third party, each individual logging into the Administrative Site is subject to all Terms and Conditions.
- (20) Your website will be temporarily deactivated if the annual hosting fee amount is past due 60 days. Your website will be activated upon payment. Monthly hosting fees are subject to change.
- (21) This agreement and terms also applies to any specific support that you request from Woodall Creative Group (such as artwork, marketing ideas, social media support, search engine optimization, etc).

TERMS and CONDITIONS

Marketing User Agreement

Terms and Conditions of Woodall Promotions, Inc., doing business as Woodall Creative Group (WCG). This applies to all services, projects and support provided by Woodall Promotions.

Estimates Applies to scope of work described in an estimate, email or verbal communication and may fluctuate depending on the amount of developmental time. Any revisions or changes to the assignment may require further approval signature(s) before additional work begins. When the project has reached 75% of the estimated hours, the project will be reviewed, and, it will be determined if any additional time will be required to complete this assignment.

TERMS An initial deposit will be required to begin any project or service. Cash, check or credit cards are accepted. Payment by credit card will have an additional 5% processing fee added to the total invoice. Once the project has begun, progress billing will be instituted until the project is complete, unless 30-day terms are approved and established. Balance due at signing of final proof. Final artwork files will not be released to the client or third-party vendor until final payment is received or other arrangements have been made. Payment is due upon receipt of invoice. A finance charge of 2% of your total bill will be added to any outstanding balances beyond 45 days of the original invoice date and continuously thereafter for any additional 15-day period until full balance plus interest has been paid in full. Sales tax and delivery charges are not included in these amounts and will be billed additionally.

SCHEDULES / OVERTIME / RUSH We reserve the right to adjust the schedule and/or charge additionally in the event that the Client fails to meet the agreed-upon deadlines for delivery of information, materials, approvals, payments, and for changes and additions to the services outlined in the estimate/proposal.

CLIENT'S OBLIGATIONS the Client shall appoint a sole Representative with full authority to provide or obtain any necessary information and approvals that may be required. The Client's Representative shall be responsible for coordination of briefing, review, and the decision-making process with respect to persons and parties other than Woodall Promotions and its subcontractors. If, after the Client's Appointed Representative has approved a design or project the Client or any other authorized person requires changes that require additional services, the Client shall pay all fees and expenses arising from such changes as additional services.

MATERIALS TO BE PROVIDED BY THE CLIENT The Client shall provide accurate and complete information and materials and shall be responsible for the accuracy and completeness of all information and materials so provided and how they are utilized. The Client shall indemnify, defend, and hold harmless Woodall Promotions from and against any claim, suit, damages and expense, including attorney's fees, arising from or out of any claim by any party that its rights have been or are being violated or infringed upon based upon the materials provided to Woodall Promotions, Inc. by Client or any services provided based upon information provided to Woodall Promotions, Inc. by the Client. Client hereby affirms and acknowledges that all materials, data, photographs, charts, images, and information provided is either the sole property of Client or Client has received the appropriate licenses, approvals, permissions or releases for use of such materials.

All copy provided by the Client shall be in a form suitable for typesetting. Where photographs, illustrations, or other visual materials are provided by the Client, they shall be of professional quality and in a form suitable for reproduction without further preparation or alteration. The Client shall pay all fees and expenses arising from its provision of materials that do not meet such standards. Woodall Promotions shall return all materials provided by the Client within 30 days after completion of the project and payment of amounts due.

LIMITATION OF LIABILITY OF WOODALL CREATIVE GROUP Woodall Promotions, Inc. shall take reasonable precautions to safeguard original and other materials provided by the Client. Woodall Promotions, Inc. shall, however, not be liable for any damage to, or loss or any material provided by the Client, including artwork, photographs, or manuscripts, other than or on account of willful neglect or gross negligence of Woodall Promotions, Inc. Client's damages are limited to actual monetary loss and value of damaged or lost material.

Client agrees to provide full indemnity and hereby hold harmless Woodall Promotions, Inc. and its agents, employees and subcontractors from and against any and all losses, expenses, claims, liabilities and damages (whether consequential, incidental or otherwise) resulting from any information or actions taken by Woodall Promotions, Inc. on your behalf pursuant to any undertaking or services.

NO GUARANTEE OF RESULTS. Woodall Promotions does not guarantee or promise results from any design or content from any material, either printed or online, or on any type of marketing or promotion.

APPROVAL OF FINAL ARTWORK The Client shall proofread and approve in writing all final text and layouts before the production of final product. The signature or email responses from the Client's Appointed Representative shall be conclusive as to the approval of all artwork and other items prior to their release for printing, fabrication, or installation.

The Client specifically grants to Woodall Promotions the right to act on the Client's behalf to give instructions on behalf of the Client to any person or entity involved in the Project, such as photographers, illustrator, writers, printers and fabricators. Any such instructions or approvals by the Client may only be made through Woodall Promotions. The Client shall be bound by all such instructions provided within the scope of this Agreement.

This agreement shall be governed by and construed in accordance with the laws of the state of Georgia, without regard to conflicts of law's provisions. You hereby agree and consent that the sole and exclusive jurisdiction for any action or proceeding arising out of or relating to this agreement shall be an appropriate state or federal court located in the state of Georgia.

Woodall Promotions Inc., dba Woodall Creative Group