

TERMS AND CONDITIONS

Welcome to www.MyBrandDesk.com, the official online services of My Brand Desk, a part of Blue Artists LLC (together referred to as the “Brand Desk” or “we”/ “our”/ “us”). MyBrandDesk.com is designed to provide services and products for Brand Desk (“Services”). When using MyBrandDesk.com, you agree to the terms and conditions listed on this page (the “Terms”), so please read these Terms carefully before using our website. If you use or visit our website, you have agreed to these Terms, and any other disclaimers on our website are a part of these Terms. We may modify or change, in whole or in part, these Terms without notice to you, and any changes or modifications are effective immediately when published.

Though it is unlikely that you may be included in a class action or jury trial, THESE TERMS CONTAIN A CLASS ACTION WAIVER PROVISION AND A JURY WAIVER PROVISION.

I. Use of Our Website

Our “Website” means any information and subpages, including but not limited to Design, Comprehensive Music Label Services, Media Roll, Photography, PR & Social, Business Consulting Designed for Everyone, and YouTube Marketing. It does not include third party links or websites. Using our Website does not create any relationship between us and you, either as an independent contractor, employee/employer, joint venture, partnership, or any other agent relationship. We simply provide you with information and the ability to communicate with us.

In order to communicate with us, you may be required to provide information about yourself. You agree that any such information you provide will always be accurate, correct, and up to date. We will keep your information private as stated in our Privacy Policy. All interactive communications (email, chat, posts, etc.), even though intended for a private audience, are subject to public access. Although we reserve the right to remove without notice any information or posting for any reason, we have no obligation to delete content that you may find objectionable or offensive.

However, there are a number of actions you must not take as a Member, Professional, or user of the Website. You agree not to use MyBrandDesk.com to upload, post, email, transmit, or otherwise make available any content that is unlawful, harmful (such as viruses, code, or programs that limit or destroy functionality), threatening, abusive, harassing, spamming, unsolicited, fraudulent, defamatory, vulgar, obscene, sexually explicit, libelous, hateful, or racially, ethnically or otherwise objectionable in our discretion, invasive of another’s privacy, infringing on another’s proprietary rights (such as trademark or copyright), soliciting, or unauthorized advertising. Further, you agree not to impersonate any person or entity, including but not limited to a MyBrandDesk.com guide, artist, producer, or other member, or falsely state or otherwise misrepresent your

affiliation with a person or entity. You also agree not to disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other Members' or Professionals' ability to participate on the site or any site projects or Services. You must not collect or store personal data about other Members unless specifically authorized to do so by such Members. You must also not use any material or information that is made available through the Services, including images or photographs, in any manner that infringes any copyright, trademark, patent, trade secrets, or other proprietary rights of any party, or download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.

We also recommend that you redact or do not upload information that contains your social security number, account numbers, or medical information. If you do upload this type of sensitive information, it is your responsibility to control with whom you share such information, and you will hold the Agency harmless for any disclosure that was not caused by the Agency's gross negligence.

II. Membership

When you purchase any Services or products through our Website, a free member account will be created for you. The Membership Agreement will govern your status and activity as a member, even if you are a one-time client purchasing a Service a la carte. In the case of any conflict between these terms and the Membership Agreement, the Membership Agreement will govern.

III. Compliance Policy

You agree to comply with all applicable laws and regulations regarding your use of our MyBrandDesk.com Website and Services and with regard to the content and materials provided in it.

Brand Desk's Website is an independent website that has no relationship, connection, or affiliation whatsoever with any company (other than with Brand Desk), person, outfit, organization, or group mentioned herein, even if such name appears in our website name, domain, URL, or other instances, unless specifically noted as a member, partner, or joint venture. You should assume no other party, by mere mention of their name, has endorsed anything on our Website or our Services. We may or may not be compensated for our Website and Services, but you should assume at all times that we are being compensated. While our compensation will not influence or bias our information, you are solely responsible for any decisions, financial or otherwise, prompted by our Website or Services.

IV. Ownership

Get ready for long lists of examples of protected material and information; we just want to make sure you have no questions about who owns what. All technology, programs, software, information, processes, data, developments, designs, artwork, formulae, and other copyrightable and/or patentable works and techniques related to or associated with the Website and our Services (the “Brand Desk Technology”) is retained and owned by the website and/or other third party licensors or related entities. All material on the website, including but not limited to text, data, graphics, logos, button icons, images, sound bites, audio clips, videos, video clips, links, digital downloads, data compilations, and software is owned, controlled by, or licensed to us and is protected by copyright, trademark, and other intellectual property rights.

You may not modify, copy, edit, develop, transfer, sell, or use any Brand Desk Technology or any material on the Website, unless we expressly give you permission to do so. You may not: (1) publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the Website without our express written permission, or (2) remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on the Website.

Publications, products, content, or Services referenced in this Agreement, in other agreements you have with us, or on our Website are the exclusive trademarks or service marks of Brand Desk or affiliated parties. Other product and company names mentioned in our website may be the trademarks of their respective owners.

You may provide links to our Website, so long as you do not change, remove, or obscure the copyright notice or other notices on our Website. Your website or other source of links must not engage in illegal or obscene activities. Finally, you may link to our website provided that you understand you must stop linking to our website immediately if we request.

V. Liability & Indemnification

We recognize that we are not perfect. The content on our website may have inaccuracies or typographical errors. Further, we will not warrant that our website will operate without mistakes or delays, or that any downloads or third-party websites will be free of viruses or other harmful components. This Website, and the information within, are provided AS IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. As such, in no event will we, or any third parties we work with, be liable for any incidental, consequential, indirect, or other damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, liability is limited to the

greatest extent permitted by law, resulting in the smallest dollar amount permitted for the aggregate liability for both our website and affiliated parties for a claim deriving from or related to our Website. This is in place of any and all other remedies otherwise available.

You agree to indemnify, defend, and hold us and our agents harmless for all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any use of the Website or violation of this Agreement by you or any other person affiliated with you. Further, you agree to indemnify, defend, and hold us and our agents harmless for all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from enforcement of this Agreement, such as this indemnification clause.

VI. Dispute Resolution & Waivers

A. Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

(1) The Parties hereto agree that any and all disputes, controversies, or claims with damages below \$5,000.00 will be resolved between the Parties arising out of or relating to this Agreement, or any breach or threatened breach thereof shall be resolved by filing such claim in the Small Claims division of the District Court in Prince George's County, Maryland.

(2) The Parties hereto agree that any and all disputes, controversies, or claims with damages up to or exceeding \$5,000.00 will be resolved between the Parties arising out of or relating to this Agreement, or any breach or threatened breach thereof shall be resolved as follows:

(a) Arbitration. In the event of any disputes over the provisions or enforcement of this Agreement, the parties agree to initially attempt to resolve the issues to the mutual satisfaction of the parties in negotiation. If the parties cannot resolve the dispute or disagreement in good faith, or you do not respond to our notices, either party may elect to arbitrate the disputes through the procedures as provided by the arbitrator. Parties agree to arbitrate in good faith. Each party shall appoint an impartial representative, and the two impartial representatives will both appoint a third impartial representative to be arbitrator to the dispute. The arbitration shall be located in Prince George's County, Maryland, or if the parties agree, in the next most convenient location within Maryland. No Discovery will be provided by either party, unless the parties agree or the arbitrator deems it necessary. The remaining terms and procedures shall be decided by the parties to arbitration, or if the parties fail to agree, then decided by the arbitrator. Parties shall cover their own costs and expenses for arbitration. Upon the request by either party, minutes of the arbitration

meetings will be recorded for purposes of determining good faith. If a party seeks to enforce the arbitrator's decision, that party is entitled to attorney's fees and reasonable costs. Any action instituted by either party arising out of the enforcement of the arbitrator's decision will only be brought, tried, and resolved in the applicable federal or state courts having jurisdiction in the State of Maryland.

(b) Litigation. Any litigation shall be brought in the jurisdiction of the Maryland Court. The Court in such action shall apply Maryland substantive law. The prevailing party in any such action shall be entitled to recover its costs and expenses (including reasonable attorneys' fees) incurred in preparation for and prosecution of such action and the enforcement of or securing recovery under any order and/or judgment rendered therein. The Parties hereto hereby submit to the jurisdiction of the Court for the purpose of securing such provisional remedies to enforce these terms and conditions and any and all orders and judgments rendered pursuant thereto (including, without limitation, the provisions of the immediately preceding sentence).

B. Waiver. Please read the next part carefully because it contains a class action waiver and a jury waiver.

Class Action Waiver. YOU WAIVE THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

Jury Waiver. You waive your respective rights to a trial before a jury in connection with any Dispute between you and us. If a Dispute is brought before a court of law or equity, the Dispute shall be resolved by a judge sitting without a jury. If a court determines that this provision is not enforceable for any reason and at any time prior to trial of the Dispute, but not later than 30 days after entry of the order determining that this provision is unenforceable, any party shall be entitled to move the court for an order compelling an alternative to litigation, including mediation or arbitration, and staying or dismissing such litigation pending the alternative dispute resolution.

VII. General Provisions

Except to the extent that the Membership Agreement and Brand Desk Professionals Agreement govern your relationship with us, this Agreement represents the entire understanding of both Parties, so it supersedes all previous agreements and understandings and discussions. The provisions of these terms and conditions shall be binding upon and inure to the benefit of the personal representatives, successors, and assigns of the Parties hereto. If we make any exceptions to what has been described in this Agreement or choose not to enforce any aspect of this Agreement, we are not waiving our rights to seek remedies or future enforcement. Whenever possible, each provision of this Agreement will be interpreted to be

effective and valid under the law. If any part or parts of this Agreement are found to be void, the remaining provisions shall nevertheless be binding with the same effect as though the void parts were deleted. Furthermore, a court finding any part or parts of this Agreement to be unenforceable are asked to interpret the remainder of the Agreement in such a way as to provide reasonable provisions to replace those voided and to further the reasonable expectations and stated desire of the parties to this Agreement. Brand Desk may assign or transfer its rights and duties under these terms and conditions to any part at any time without notice to you.

We reserve the right to investigate complaints or reported violations of these Terms and Conditions and to take any actions we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any data necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, IP addresses, and traffic data.