

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

RECITALS

This site is owned and operated by Big Resources, Inc., the parent company of BoxedArt.com.

This Membership Agreement is made by and between BoxedArt.com, a wholly owned subsidiary of Big Resources, Inc., (otherwise listed herein as "BoxedArt.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.boxedart.com> (the "Site"). This Membership Agreement governs your membership in the BoxedArt.com community, allowing you full access to the membership portions of the web site located at <http://www.boxedart.com> (the "Site"). This Membership Agreement is in addition to the End-User Content License Agreement and 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 BoxedArt.com to you on the condition that you accept the terms and conditions of this Membership Agreement, the End-User Content License Agreement and the Terms of Use of the Site, and by accessing or using the membership portions of the Site, you agree to the terms and conditions of this Membership Agreement, the End-User Content License 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. Please carefully read, review and be sure you understand this Membership Agreement prior to purchasing, downloading or using any of the materials or Products from BoxedArt.com as your selection of the correct box at the end of this Membership Agreement and insertion of "I Agree" by typing the same in the applicable box, your download of any Product from the Site, or otherwise signifying your acceptance, explicitly confirms you accept this Membership Agreement either for yourself, or on behalf of your employer, or the entity that is identified as the account holder, and affirmatively agree to be bound by its provisions as outlined herein, and as listed elsewhere within the Site. In further words, your purchase or use of any the BoxedArt.com Products, memberships, or services, and use of the Site available therein identify that you agree to this Membership Agreement and to be bound by the terms and conditions of this Membership Agreement accordingly.

All of the content featured or displayed on the Website, including, but not limited to, text, graphics, photographs, images, moving images, sound, illustrations and software (collectively, "Content") is owned by BoxedArt.com, Big Resources, Inc., its licensors or its Content sources. BoxedArt.com and Big Resources, Inc. give no rights or warranties with regard to the use of names, trademarks, registered or copyrighted designs, registered or copyrighted images, elements or works of art depicted or contained in any image in any Product, and You must satisfy yourself that all the necessary rights or consents, as may be required for Your use of Product(s), are obtained. This Agreement contains important provisions governing your rights and responsibilities. This Agreement governs the terms by which Members and Buyers of BoxedArt.com obtain the right to use products and materials from the Site. "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, PHP-Nuke templates, door hanger signs, ebay templates, myspace templates, greeting cards, posters, and any other product, design, layout or other media represented on BoxedArt.com that you are downloading from the Site, with any accompanying material.

You should carefully read all of the terms and conditions of this Membership Agreement as only those that have submitted an application and accepted this Agreement, or purchased a membership, service, or individual Product from the Limited Items section(s) of the Site, 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, the End-User Content License Agreement and Terms of Use, you should not accept this Membership Agreement, not access or use the membership portions of the Site, not purchase any Products individually from the Limited Items section(s) of the Site, leave the site immediately, and not subscribe to this service. If you are accepting this EULA on behalf of your employer or the entity that is the account holder or any other party other than yourself, you represent and warrant that you have full legal authority to bind your employer, such other entity, or other identified party. *In the event of any inconsistency between this Membership Agreement and the End-User Content License Agreement and/or Terms of Use, the terms of this Agreement shall govern.*

Please note that if you have any questions or concerns regarding these terms and conditions or any other aspect of the BoxedArt.com Website, you may contact our Support department via the "Support" link on the home page of BoxedArt.com and we will be happy to assist you.

MEMBERSHIP AGREEMENT TERMS.

1. DEFINITIONS:

- 1.1 "Agreement" shall mean this BoxedArt.com Membership Agreement.
- 1.2 "BoxedArt.com", the "Site", "We", or "Us" shall mean BoxedArt.com.
- 1.3 "Member" shall mean an individual that has submitted an application for membership to the BoxedArt.com community, accepted the terms and conditions of this Membership Agreement, and said application has been accepted by BoxedArt.com. A reference to "You" or "Your" within this Membership Agreement shall mean a Member.
- 1.4 "Membership" shall mean the accepted and approved application by BoxedArt.com to utilize the Member sections of the Site and all Products contained therein.
- 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, PHP-Nuke templates, door hanger signs, ebay templates, myspace templates, greeting cards, posters, and any other product, design, layout or other media

represented on BoxedArt.com that you are downloading from the Site, with any accompanying material.

- 1.5 "Buyer" shall mean an individual who purchases Products from the BoxedArt.com Limited Items section(s) as made available for sale on the Site.

2. **MEMBERSHIP:** You are granted a perpetual, worldwide, non-exclusive, non-transferable, revocable one-person membership to the BoxedArt.com community by BoxedArt.com through this Membership Agreement to access and utilize the Site and Membership in accordance with the terms outlined throughout this Membership Agreement from BoxedArt.com as offered through BoxedArt.com's collection available at <http://www.boxedart.com>, and any and all terms and conditions as may be updated by BoxedArt.com and Big Resources, Inc. from time to time upon replacement and insertion of Your imagery and content, and after completed and accepted payment of Your Membership registration fees and/or individual Product purchase fees. All terms of this Membership Agreement are applicable to You, and any reader of this Membership Agreement, and any corporate entity which employs You or which You represent. Please note that unless the activity or use of Your Membership is a permitted use within this Membership Agreement, you cannot do it. 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., BoxedArt.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 and/or a Buyer of Products from 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 BoxedArt.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 you are not automatically entitled to receive the Product purchased from the Site as a Buyer and that BoxedArt.com may, in its sole discretion, (1) reject your purchase or (2) once your purchase has been approved, void, suspend, terminate, or restrict your license to the purchased Product for any violation of this Agreement.
- (iv) You understand and agree that BoxedArt.com is not obligated to provide reasons for its decision to reject your application or suspend, terminate, or restrict your Membership or Product license 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 BoxedArt.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 BoxedArt.com, Big Resources, Inc., and its affiliates, supplier of Site Products, or other third parties as the case may be. 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 BoxedArt.com, Big Resources, Inc., and its affiliates, supplier of Site Products, or other third parties as the case may be.
- (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 BoxedArt.com End-User Content License Agreement).

2.2 **Membership Benefits.**

- (i) You are permitted to buy a Membership [Personal, Developer, or other as may be offered on the Site, upgrade an existing Membership [Personal, Developer, or other as may be offered on the Site], purchase individual Products from the Limited Item section on the Site, purchase additional licenses, and/or purchase any other product, material, or service offered on or through the Site, as well as those items available on other network, affiliate, sister, or related websites within the Big Resources Network [all sites which are listed on <http://www.bigresources.com>] and as may be listed or offered on the Site;
- (ii) You are permitted to participate in the Site's forum, if any such community apparatus is offered or exists;
- (iii) You are permitted to access the specifically designated Member areas within the Site;
- (v) You are permitted to participate in the affiliate program or cobrand system, in accordance with the terms and conditions of said program.

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, 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 BoxedArt.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 BoxedArt.com or Big Resources, Inc. and no communication of a third party or Product or Content may be considered reviewed, screened or approved by BoxedArt.com or Big Resources, Inc.. BoxedArt.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 BoxedArt.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 **BoxedArt.com's Review of Member Accounts.** You understand and agree that BoxedArt.com may, in its sole discretion:

- (i) Monitor Your download activity from BoxedArt.com as often as BoxedArt.com determines under its sole discretion for any reason and for any violation of this Membership Agreement.
- (ii) Investigate any abuse of Your username and password in connection with the BoxedArt.com website or in connection with this Membership 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 Membership and/or account immediately for any violation of this Membership Agreement, or other activity in violation of any prohibited provision as articulated on the BoxedArt.com website, without notice. If Your license, Membership and/or account is terminated for any violation of this Membership Agreement and/or abuse of Your username, password, or account, and/or the Products, You lose all rights to the Products, Your Membership, the members section of the Site, 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 a Membership, an account or become a member of BoxedArt.com or suspend, terminate or restrict Your Membership at any time.
- (vi) BoxedArt.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 BoxedArt.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) BoxedArt.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 BoxedArt.com and Big Resources, Inc. are not responsible for, and assumes no liability for, any such materials posted by users. However, BoxedArt.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 BoxedArt.com's or Big Resources, Inc.'s sole discretion are objectionable or in violation of this Membership Agreement, BoxedArt.com's policies or applicable law.
- (v) BoxedArt.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 messages you post and 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.

2.6 **Permitted BoxedArt.com Product Uses by Members.** Full information related to Your permitted and prohibited uses of the BoxedArt.com Products as made available through your acquisition of a BoxedArt.com Membership are detailed within the Site's End-User License Agreement accessible for review [here](#), as well as within this Membership Agreement, which You are required to confirm that You have a) read; b) have been provided a full and ample opportunity to study; c) have been hereby advised in writing to consult with an attorney prior to your selection of the correct box at the end of said EULA and insertion of "I Agree" by typing the same in the applicable box, your download of any Product from the Site, or otherwise signifying your acceptance, explicitly confirm you accept of the EULA either for yourself, or on behalf of your employer, or the entity that is identified as the account holder, and affirmatively agree to be bound by its provisions; and d) that signing the EULA is voluntarily, without coercion, and with full knowledge.

The BoxedArt.com license attached to Your purchase grants You the right to use Products accessed from BoxedArt.com for **personal/non-**

developer commercial use and **developer/designer use**, subject to the following limitations, and as outlined elsewhere in this Agreement, for Your website(s) or Your clients' website(s) ONLY upon replacement and insertion of Your clients' imagery and content, and after completed and accepted payment of Your membership registration fees in accordance with the terms of use and conditions as defined below:

(i) **Personal/Non-Developer Commercial Membership:**

- a.) BoxedArt.com offers three (3) personal/non-developer commercial Membership plans each of which is distinguished by the number of licenses granted with that Membership. If You purchase a personal Membership You may only use the templates for Your personal websites and the number of websites You are permitted to use the templates on will be dependent on the personal Membership package you select. For current Personal/Non-Developer Commercial Membership pricing, available Personal/Non-Developer Commercial Membership packages, and the licenses attached to that Membership, please visit <http://www.boxedart.com>. BoxedArt.com reserves the right to amend the prices and licenses at any time.
- b.) One license is used each time that any BoxedArt.com Product is used on any website URL. For example, the use of a BoxedArt.com Product on <http://www.yoursite.com> would constitute the use of one license. If You thereafter, chose to use the same Product or different Product on a subdomain, such as <http://design.yoursite.com>, or on a hostname, such as <http://hostname.com/yoursite>, this would constitute the use of an additional license. In other words, if You used the same or different BoxedArt.com Product on all of the examples listed above, You would have used three (3) licenses. Therefore, each website URL that You use a BoxedArt.com Product on will count as a license and You must register the website URLs You will be using the BoxedArt.com Product(s) on, and licenses for, within Your member account page once You have purchased a membership and each time thereafter that You use one of Your personal licenses. If You need to acquire individual licenses at any time, You may do so by logging into Your account and clicking Buy More Licenses under Template Licensing in Your member account details.
- c.) You are not permitted to use any BoxedArt.com Product(s) on any website URLs that You do not have any licenses available to use said Product(s) on. Any violation of this provision of your BoxedArt.com End-User Content License Agreement will be considered a breach of this Agreement, resulting in the immediate suspension of your account and all licenses acquired prior to this breach shall be rendered void requiring the immediate removal of any and all BoxedArt.com

Products from all website URLs You have used BoxedArt.com Products on and the deletion of said Products within Your possession. **Again, please note, however, that You may not use any of the licenses provided as part of Your personal membership package for any client or clients, and the BoxedArt.com products may be used on your personal websites ONLY. If you require the use of any Products from the Site for a client or clients, you must purchase a developer membership package.** BoxedArt.com further reserves the right to seek any and all available damages resulting from Your violation of this provision.

d.) The use of the BoxedArt.com Products permitted under this Subsection 2.1(i) does not extend to any activity or use that is strictly prohibited under Section 4 or elsewhere in this Agreement.

(ii) **Developer/Designer Commercial Membership & Limited Item Product Purchases:**

a.) BoxedArt.com offers Products available for individual sale within the Limited Item section of the Site, as well as three (3) developer/designer membership plans each of which is distinguished by the number of licenses granted with that membership. If You purchase an individual Product and/or developer membership You may use the Products for Your personal websites, as well as Your clients' websites, and the number of websites You are permitted to use the Products on will be dependent on the whether a single Product is purchased and/or the developer membership package You select. A developer license allows You to use the Product for Your own website, or sell developed Products to a client in a client/developer relationship, which means there must some level of development, such as installing or customizing the Product. Examples of modifications considered sufficient to satisfy this requirement can be found <http://www.boxedart.com/phpshop/TemplateCustom.php>.

Consistent with the examples provided, this will require the replacement and insertion of Your client's imagery and content, as well as modifications to the design layout and appearance itself. BoxedArt.com's Products are intended to be used as a starting point for websites You intend to develop for Your clients, so there must be significant modifications beyond pure content, text, and imagery changes. For current single Product pricing and Developer/Designer Commercial Membership pricing, available individual Products for purchase and Developer/Designer Commercial Membership packages, and the licenses attached to that Membership, please visit <http://www.boxedart.com>. BoxedArt.com reserves the right to amend the prices and licenses at any time.

- b.) One license is used each time that any BoxedArt.com Product is used on any website URL, which includes both Your sites and Your client's sites. For example, the use of a BoxedArt.com Product on <http://www.yoursite.com> would constitute the use of one license. If You thereafter, chose to use the same Product or different Product on a subdomain, such as <http://design.yoursite.com>, or on a hostname, such as <http://hostname.com/yoursite>, this would constitute the use of an additional license. In other words, if You used the same or different BoxedArt.com Product on all of the examples listed above, You would have used four (3) licenses. Therefore, each website URL that You use a BoxedArt.com Product on will count as a license, and You must register the website URLs you will be using the BoxedArt.com Product(s) on, and licenses for, within your member account page once You have purchased a membership. As such, You are required to register both your personal websites and clients' websites within Your member account page once You have purchased a membership and each time thereafter that You use one of your developer licenses. The use of any Product available from within the Limited Item section of the Site on any website URL, which includes both Your sites and Your client's sites will constitute the use of the license purchased and any further use of that Product will require the purchase of an additional license for that Product. If You need to acquire individual licenses at any time as part of your developer/designer membership, You may do so by logging into Your account and clicking Buy More Licenses under Template Licensing in Your member account details.
 - c.) You are not permitted to use any BoxedArt.com products on any website URLs that You do not have any licenses available to use said products on. Any violation of this provision of Your BoxedArt.com End-User Content License Agreement will be considered a breach of this Agreement, resulting in the immediate suspension of Your account and all licenses acquired prior to this breach shall be rendered void requiring the immediate removal of any and all BoxedArt.com Products from all website URLs you have used BoxedArt.com Products on and deletion of said Products that You have acquired. BoxedArt.com further reserves the right to seek any and all available damages resulting from Your violation of this provision.
 - d.) The use of the BoxedArt.com Products permitted under this Subsection 2.1(ii) does not extend to any activity or use that is strictly prohibited under Section 2.2 or elsewhere in this Agreement.
- (iii) For each Membership and/or Product that you purchase from the Site, You are granted a non-exclusive, non-transferable, revocable, one-time use, one-person license to utilize that

membership or Product for You, Your client, Your employer, or other entity website ONLY after completed and accepted payment of the Product purchase and/or registration fees. In further words, you may install and use the Products in only one location and said installation and use shall constitute Your utilization of the license purchased for that Product. You may physically transfer the Product and its archives from one location to another, in which case you may use the Product at the new location instead. However, if you require the Product to be in more than one location or accessible by more than one person, you must purchase a new license for that Product and download the Product from the Site for each use of that Product. You may make one (1) copy of the Product solely for back-up purposes, and you must reproduce all proprietary notices on this single back-up copy.

- (iv) Subject to the restrictions described under Prohibited Uses below, the following are "Permitted Uses" of Products:
 - a.) advertising and promotional projects, including printed materials, product packaging, presentations, film and video presentations, commercials, catalogs, brochures, promotional greeting cards and promotional postcards (ie. not for resale or license);
 - b.) entertainment applications, such as books and book covers, magazines, newspapers, editorials, newsletters, and video, broadcast and theatrical presentations;
 - c.) on-line or electronic publications, including web pages; prints, posters (i.e. a hardcopy) and other reproductions for personal use or promotional purposes specified in (a) above, but not for resale, license or other distribution; and any other uses approved in writing by FresherImage.com.
- (v) The use of the Membership and/or Products permitted under this Section 2.1 does not extend to any activity or use that is strictly prohibited under Section 2.2 or elsewhere in this Agreement. Any violation of this provision of Your EULA will be considered a breach of Your EULA, resulting in the immediate suspension of Your account, revocation of each license purchased for each Product prior to the breach, resulting in the requirement that each Product be immediately removed from all locations where the Product(s) is located and deletion of all BoxedArt.com Products within Your possession. BoxedArt.com further retains any and all rights to pursue any such violation via both civil and criminal proceedings and seek the maximum monetary damages from all parties involved in said violation of BoxedArt.com's and Big Resources, Inc.'s intellectual property rights and Your EULA.

If there is any doubt that a proposed use is a Permitted Use, you should contact BoxedArt.com for guidance. Any use of Your Membership and/or Product(s) from the Site that is not a Permitted Use shall constitute infringement of copyright.

2.7 **Prohibited BoxedArt.com Product Uses by Members.** You may not do anything with the Products that is not expressly permitted in the preceding section or as permitted elsewhere within this Agreement.

- (i) At no time may You provide access to Your account to any other party or individual, including co-workers, colleagues, employees, family, friends, and the like. You may not sub-license, assign, or transfer Your license to any other individual, party or entity without prior written consent from Us. Each Membership and/or Product purchase is sold with a one-time, one-person license and this license is not transferable to any other party at any time, except as expressly identified herein. Therefore, any business, association, enterprise, corporation, company, or the like employing more than one individual that would require the use of or access to the BoxedArt.com Product(s) in any manner or for any purpose must purchase an individual license for each employee requiring such utilization of the Product. This requirement does not change due to replacement or termination of the employee the license was previously purchased for either by the employer directly or by the employee on behalf of his employer. There are no exceptions to this provision and account sharing, Product sharing, or allowing anyone access to Your one-person account for any reason is strictly prohibited and, as all accounts are monitored, any such activity will result in the immediate termination of Your granted license to any Membership or Product purchased from the Site to which no credit or refund will be provided.
- (ii) Your purchase of any BoxedArt.com Membership, Product, and/or service does not allow You to: distribute, share, sell, or give away any of the Products at any time for any reason, except as expressly authorized in the Section 2.6 of this Agreement; sell, distribute, or display the Products modified, unmodified, or otherwise via online auctions, an online catalog system, any automatic selling system, archive, media disk; distribute the Products to friends, acquaintances, colleagues, co-workers or distribute the Products in any other manner for free or for payment; distribute the Products electronically or in hard copy, except as expressly authorized in the Section 2.1 of this Agreement; placement of any of the Products, modified or unmodified on a diskette, CD, website or any other medium or archive and offer them for redistribution or resale of any kind without prior written consent as provided by BoxedArt.com's parent company Big Resources, Inc.
- (iii) You may only use the Product(s) for those advertising, promotional and other specified purposes which are Permitted Uses (as defined above). For clarity, you may not use the Products in any material created or available for resale, license or other distribution, unless the original Product has been fundamentally modified or transformed sufficiently that it constitutes an original work entitling the author or artist to copyright protection under applicable law, and where the primary value of such transformed or derivative work is not

recognizable as the Product nor is the Product capable of being downloaded, extracted or accessed by a third party as a stand-alone file (satisfaction of these conditions will constitute the work as a "Permitted Derivative Work" for the purposes of this Agreement). If there is any doubt that a work is a Permitted Derivative Work, you should contact FresherImage.com for guidance. Any use of the Product(s) that is not a Permitted Use shall constitute infringement of copyright.

- (iv) You may not use the Products in design template applications intended for resale, whether on-line or not, including, without limitation, website templates, Flash templates, business card templates, electronic greeting card templates, brochure design templates, flyer templates, menu templates, promotional product templates.
- (v) You may not incorporate the Products in any material that results in a re-distribution or re-use of the Product (such as print product template sites, web templates and the like) or is otherwise made available in a manner such that a person can extract or access or reproduce the Product as an electronic file.
- (vi) You may not use the Product(s) in a fashion that is considered by BoxedArt.com or Big Resources, Inc. as or under applicable law is considered pornographic, obscene, immoral, infringing, defamatory or libelous in nature, or that would be reasonably likely to bring any person or property reflected in the Product into disrepute. You are not permitted to use the Products in a manner that would violate the legal rights and entitlements of any other person or entity or policies affirmatively declared by another person or entity.
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(i) If you would like to remit your payment via certified check or money order, please promptly alert the support department of BoxedArt.com by email at support@BoxedArt.com and return your payment, along with the specific details of your purchase request, to the following:

Big Resources, Inc.
PO Box 46175
Tampa, FL 33646

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1. Domestic Bank Wire Transfer
Step 1. WIRE TO:

BENEFICIARY BANK: SILVERTON BANK

BENEFICIARY BANK ADDRESS:
3284 NORTHSIDE PARKWAY NW
ATLANTA, GA 30327-2245

BENEFICIARY BANK ABA: 061003415

BENEFICIARY ACCOUNT NAME: EBANK

BENEFICIARY ACCOUNT ADDRESS:
2410 PACES FERRY RD STE 190
ATLANTA, GA 30339

BENEFICIARY ACCOUNT: 061092057

**SPECIAL INSTRUCTIONS:
FOR FURTHER CREDIT TO:**
Name: Big Resources, Inc.
Account: 3000002384

Step 2. Once your payment is completed, email the below information:

To: support@BoxedArt.com:

Subject: Wire Payment

Message:

Wire Payment for Username: [please enter your chosen username here]

Order Information:

[Please list the products as shown in your shopping cart on the checkout page]

Once you have sent your email, please allow 1-3 business days for your payment to be received and confirmed for the approval and delivery of your download credits and/or Product purchase.

2. International Bank Wire Transfer

Step 1. WIRE TO:

BENEFICIARY BANK: SILVERTON BANK

BENEFICIARY BANK ADDRESS:
3284 NORTHSIDE PARKWAY NW
ATLANTA, GA 30327-2245

BENEFICIARY BANK ABA: 061003415

BENEFICIARY ACCOUNT NAME: EBANK

BENEFICIARY ACCOUNT ADDRESS:
2410 PACES FERRY RD STE 190
ATLANTA, GA 30339

BENEFICIARY ACCOUNT: 061092057

**SPECIAL INSTRUCTIONS:
FOR FURTHER CREDIT TO:**
Name: Big Resources, Inc.
Account: 3000002384

Step 2. Once your payment is completed, email the below information:

To: support@BoxedArt.com:

Subject: Wire Payment

Message:

Wire Payment for Username: [please enter your chosen username here]

Order Information:

[Please list the products as shown in your shopping cart on the checkout page]

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21. LIMITATION OF LIABILITIES & WARRANTIES.

21.1 IN NO EVENT SHALL BOXEDART.COM OR BIG RESOURCES, INC., OR BOXEDART.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 BOXEDART.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, LOST SAVINGS, LOSS OF DATA, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, WHATSOEVER, ARISING OUT OF THE USE, OR INABILITY TO USE, THE MEMBERSHIP AND/OR 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 MEMBERSHIP, THE PRODUCTS, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF BOXEDART.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. FURTHERMORE, YOU ASSUME THE COST OF SERVICE, REPAIRS, OR CORRECTIONS TO YOUR HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

- 21.2 IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF BOXEDART.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 MEMBERSHIPS, 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 BoxedArt.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 BoxedArt.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 BoxedArt.com Site. BoxedArt.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 BoxedArt.com will not be held accountable for any external links that originate on BoxedArt.com.
- 22. INDEMNIFICATION:** You agree to fully indemnify, hold harmless and defend at Your own expense BoxedArt.com, Big Resources, Inc., and its affiliates, and their employees, directors, officers, affiliates, shareholders, partners, agents, and any other authorized representative (collectively, the "BoxedArt.com Parties") from and against any and all claims, liability, costs, losses, damages, expenses, including attorneys' fees and expenses incurred by any BoxedArt.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 use

of Product(s) or Content downloaded under your Member Name; or (iii) any breach by you of this Membership Agreement. BoxedArt.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 BoxedArt.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@BoxedArt.com or by such other means of written notice acceptable to BoxedArt.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 BoxedArt.com of your termination request. BoxedArt.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. BoxedArt.com may change, suspend or discontinue all or any aspect of the Site at any time, including the availability of any feature, database, Membership type or duration, Product, Content, or any other service or offering as made available on or through the site without prior notice or liability.
- 23.2 BoxedArt.com may suspend or terminate your registration as a Member and deny you access to your Membership account immediately if:
- (i) you breach these Membership Terms or any other terms and conditions, agreements or rules governing the Site;
 - (ii) BoxedArt.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) BoxedArt.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 Membership account and respective Membership by BoxedArt.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 Membership account.
- 23.4 BoxedArt.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 BoxedArt.com.
- 23.5 Termination of this Membership Agreement does not relieve you of your responsibilities to pay any amounts due to BoxedArt.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 Memberships was purchased Product was downloaded, or other order was placed for any license, upgrade, or other available service on the Site (such as the BoxedArt.com End-User Content License Agreement). Termination of this Membership Agreement shall operate without prejudice to the BoxedArt.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 time remaining, licenses available, and/or other 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 submitted your Membership application to be granted access to the membership portions of the Site, or purchased a Product, license, upgrade, or other service, 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 BoxedArt.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 BoxedArt.com and/or Big Resources, Inc. for its legal fees, costs and disbursements if BoxedArt.com and/or Big Resources, Inc. is successful.

26. GENERAL:

26.1 **Advisement.** You specifically agree and acknowledge that you have, in addition to the terms of this Membership Agreement, reviewed and accepted the terms of the BoxedArt.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 in this Membership Agreement You agree to be bound by them. Further, You hereby acknowledge that You have a) read this Membership Agreement; b) have been provided a full and ample opportunity to study it; c) have been hereby advised in writing to

consult with an attorney prior to your selection of the correct box at the end of this Membership Agreement and insertion of "I Agree" by typing the same in the applicable box, your download of any Product from the Site, or otherwise signifying your acceptance, explicitly confirm you accept this Agreement either for yourself, or on behalf of your employer, or the entity that is identified as the account holder, and affirmatively agree to be bound by its provisions; and d) that signing this Agreement is voluntarily, without coercion, and with full knowledge.

- 26.2 **Enforceability.** BoxedArt.com and Big Resources, Inc. reserve the right to modify this Agreement at any time. BoxedArt.com and Big Resources, Inc. also reserve the right to terminate this Agreement without notice, if, in Big Resources, Inc.'s sole discretion, You fail to comply with any term of this Agreement or as elsewhere articulated within the Site, or other agreements that may be incorporated by reference herein to which You were also required to acknowledge and agree to. Upon termination, You must destroy all content, materials and Products obtained from this Site, copies and related documentation thereof, and comply with any and all other termination requirements. In addition, Big Resources, Inc. reserves the right to terminate the website, BoxedArt.com, without notice.
- 26.3 **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 BoxedArt.com's prior written consent. BoxedArt.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.
- 26.4 **Notices.** Any notices, demands or consents required or permitted under this Membership Agreement will be in writing and shall be either (a) personally delivered, (b) sent by facsimile, (c) sent by email or (d) sent by prepaid registered or certified mail, return receipt requested, addressed to the address or contact information provided by You at the time You submitted your Membership application to be granted access to the membership portions of the Site, or purchased a Product, license, upgrade, or other service, or such other address as you may advise us in writing to use.
- 26.5 **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 BoxedArt.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.
- 26.6 **Waiver.** BoxedArt.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 this Membership Agreement or prejudice the rights to take subsequent action.

26.7 **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, license granted to you, or of your use of the Products, pursuant to this Membership Agreement.
- (ii) You agree to reimburse BoxedArt.com and/or Big Resources, Inc. for its legal fees, costs and disbursements if BoxedArt.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 BoxedArt.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.

26.8 **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.

26.9 **Force Majeure.** Except as may be otherwise specifically provided in this Membership Agreement, BoxedArt.com shall not be in default under this Membership Agreement if and to the extent that any failure or delay in BoxedArt.com's performance of one or more of its obligations hereunder is caused by any of the following conditions, and BoxedArt.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 BoxedArt.com.

26.10 **Headings.** The headings of the terms and conditions contained in this Membership 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.

26.11 **Disclaimer.** BoxedArt.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.

26.12 **Contact.** If you have any questions or concerns regarding the terms and conditions of this Agreement, or any other aspect of the BoxedArt.com Website, please contact our Support department via the "Support" link on the home page of BoxedArt.com.

27. **CONTACT.** If you have any questions or concerns regarding the terms and conditions of this Membership Agreement, or any other aspect of the BoxedArt.com Website, please contact our Support department via the "Support" link on the home page of BoxedArt.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 BOXEDART.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 BOXEDART.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 BOXEDART.COM WEBSITE SHALL SERVE AS SUFFICIENT NOTIFICATION OF BOXEDART.COM'S MEMBERSHIP AGREEMENT, WHICH MAY BE AMENDED FROM TIME TO TIME, AND THAT ANY PURCHASE ON BOXEDART.COM, ANY ACCESS TO BOXEDART.COM, OR ANY ACCESS TO BOXEDART.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.