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- 7.4 Investigate any abuse of Your username and password in connection with the BoxedArt.com Site or in connection with this Agreement.

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- 7.6 Revoke and void any license acquired for a Product and/or terminate Your account immediately for any violation of this Agreement, or other activity in violation of any prohibited provision as articulated on the BoxedArt.com website, without notice. If Your license and/or account is terminated for any violation of this Agreement and/or abuse of Your username, password, or account, and/or the Products, You lose all rights to the Products, and You must IMMEDIATELY delete any and all Products obtained prior to this termination, and forfeit all fees paid.
- 7.7 Refuse Your application to create an account or become a member of BoxedArt.com or suspend, terminate or restrict Your membership at any time.
- 7.8 BoxedArt.com reserves the right to refuse, cancel, or suspend service at its sole discretion.

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  - (ii) Under BoxedArt.com's sole and absolute discretion, elect to refund the fee actually paid by you for a Product if BoxedArt.com determines that you have been unable to download the Product successfully.
- 10.2 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, INTERRUPTION,

LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS, WHATSOEVER, ARISING OUT OF THE USE, OR INABILITY TO USE, THE PRODUCTS OR IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE CONTENT, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE 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.

10.3 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 AGREEMENT, THE LICENSE PROVIDED HEREUNDER, OR THE USE OR EXPLOITATION OF ANY OR ALL OF THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY YOU TO BOXEDART.COM UNDER THIS AGREEMENT IN RESPECT OF THE USE OF THE RELEVANT CONTENT.

10.4 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.

10.5 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.

**11. INDEMNIFICATION:** You agree to fully indemnify, hold harmless and defend at Your own expense BoxedArt.com, Big Resources, Inc., its Product Providers, 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 any breach by You or anyone acting on Your behalf of any of the terms of this Agreement, or arising in connection with Your use of the BoxedArt.com Products, the Site, or in connection with any breach of any of the terms of this Agreement.

**12. GENERAL:**

12.1 **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.

- 12.2 **Advisement.** You specifically agree and acknowledge that you have, in addition to the terms of this Agreement, reviewed and accepted the terms of the Membership Agreement and Terms of Use and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation in this Agreement You agree to be bound by them. Further, You hereby acknowledge that You have a) read this 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 Agreement, or insertion of "I Agree" by typing the same in the applicable box, or access or download of any Product from the Site, which otherwise signifying your acceptance, explicitly confirms 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 indicates you agree to be bound by its provisions; and d) that signing this Agreement is voluntarily, without coercion, and with full knowledge. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND BOXEDART.COM, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND BOXEDART.COM RELATING TO THE SUBJECT OF THIS AGREEMENT.
- 12.3 **Governing Law.** This 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. Any legal action or proceeding arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be proper only in the state and federal courts located in Pasco County in the state of Florida, United States of America. You consent to service of any required notice or process upon you by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time the Product(s) was downloaded, or such other address as you may advise us in writing to use, from time to time. By execution this Agreement, You hereto accept for Yourself and in respect of Your property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts.
- 12.4 **Assignment.** This 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 may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.

- 12.5 **Notices.** Any notices, demands or consents required or permitted under this 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 the Product(s) was downloaded, or such other address as you may advise us in writing to use, from time to time.
- 12.6 **Severability.** If all or part of any provision of this 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 Agreement and all other terms within the Agreement shall survive and remain in full force and effect as if the stricken terms were not a part of the original 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.
- 12.7 **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 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 Agreement or prejudice the rights to take subsequent action.
- 12.8 **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 license granted to you, or of your use of the Products, pursuant to this 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 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 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.
- 12.9 **Force Majeure.** Except as may be otherwise specifically provided in this Agreement, BoxedArt.com shall not be in default under this 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.
- 12.10 **Headings.** The headings of the terms and conditions contained in this 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 Agreement.

- 12.11 **Disclaimer.** BoxedArt.com, Big Resources, Inc., its affiliates, nor its Product providers make any statement, warranty, representation or promise not expressly set out in this Agreement, or required by law.
- 12.12 **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.
- 12.13 **Entire Agreement.** You acknowledge that You have read this Agreement, understand it, had an opportunity to seek independent legal advice prior to agreeing to it, and agree to be bound by its terms and conditions. In consideration of BoxedArt.com agreeing to make available the Site and provide its Products, You agree to be bound by the terms and conditions of this Agreement. You further agree that this Agreement expresses the entire understanding and agreement between BoxedArt.com/Big Resources, Inc. and You, and it is the complete and exclusive statement of the Agreement between You and BoxedArt.com and Big Resources, Inc., which supersedes all proposals, understandings, representations, warranties, covenants, or prior agreement (whether written or oral) and any other communication between You and BoxedArt.com relating to the subject of this Agreement and is binding upon You and Your permitted successors and assigns. Further, You agree that placing this Agreement on the BoxedArt.com website shall serve as sufficient notification of BoxedArt.com's End-User Content License Agreement, which may be amended from time to time, and that any purchase on BoxedArt.com or any access to BoxedArt.com Products represents Your affirmative understanding and acceptance of this Agreement, any modifications or revisions to this Agreement, and all terms and conditions outlined herein. You also acknowledge that this Agreement supersedes, terminates, and otherwise renders null and void any and all prior or contemporaneous agreements or contracts, whether written or oral, entered into between You and BoxedArt.com with respect to the matters expressly set forth in this Agreement.

**ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED.**