TERMS OF USE AND SERVICES

1. PURPOSE

1. Vett Deck, LLC ("Vett Deck", "we," "us," or "VD") provides online sponsorship services, by facilitating and managing relationships between Organizers and Sponsors on its website for its registered Members.

3. **DEFINITIONS**

"Customer" shall mean the "Organizer(s)" and/or the "Sponsor(s)" collectively and/or individually.

"Member" shall mean a Customer that has completed its registration and is current in its membership payments.

"Membership" is acquired by opening an account with Vett Deck and remaining current with membership fees and required documentation.

"Membership Fee" shall mean the level of service fee applicable to each individual Customer for its Membership.

"Organizer" shall mean the person, individual or entity seeking sponsorship that has completed the online registration and has agreed to the terms and conditions.

"Services" shall be as defined in the individual package selected by Organizer and as defined below for Sponsors.

"Sponsor" shall mean the company, person, individual or entity that provides sponsorship opportunities.

"Subscription Services" shall mean the specific services Customer subscribes to.

"Vetter" is the professional assigned to vet the specific project.

By creating a profile on VD and accessing and using the Services on VD's website, "Customers," agree to accept the terms and conditions set forth below (the "Terms of Use"). If Customers do not agree to these Terms of Use, they are not authorized to use VD services and will be subject to legal action for unauthorized use.

Vett Deck reserves the right, at its sole discretion, to revise or update the Terms of Use at any time, with or without notice or consent of Customers. The continued use of the Services after the posting of any changes to the Terms of Use will signify the acceptance by the Customers of those changes. Thus, Customers should routinely review these Terms of Use. Vett Deck also reserves the right to assign any rights, licenses, or obligations arising out of or relating to these Terms of Use without restriction and at its own discretion.

4. <u>REQUIREMENTS/RESPONSIBILITIES</u>

2. A. Organizers

1. Organizers must complete registration and remain current with membership fees;

- 2. Organizers must insure that all information is accurate, correct and up to date;
- 3. Organizers understand that separate decks may be required depending the specific sponsorship;
- 4. Organizers warrant and guarantee that they are authorized to transact business on behalf of its' client(s);
- 5. Organizers agree to negotiate and accept all Vett Deck sponsorship(s) through Vett Deck's portal;
- 6. Organizers authorize Vett Deck to receive sponsorship funds on Organizer's behalf;
- 7. Organizers authorize Vett Deck to deduct the agreed upon fee from monies collected on its behalf;
- 8. Organizers warrant and guarantee that they have the permission and right to share its' clients assets and collateral with Vett Deck;
- 9. Organizers agree that certain communications, documentation and related materials provided by Vett Deck during its association with Vett Deck are proprietary and confidential to Vett Deck;
- 10. Organizers agree that Vett Deck is providing a service and does not guarantee any specific outcome;.
- 11. Unless preapproved, Organizers shall not share its password or allow any unauthorized use of Vett Deck's website by any individual or entity.

B. Sponsors

1. Sponsors agree to remain current and active members of Vett Deck;

2.Sponsors agree to transact all business with Organizers solely through the Vett Deck portal;

3. Sponsors agree to render payment to Organizers solely via Vett Deck's portal;

4. Sponsors agree to timely process its sponsorship(s) and to render payment via Vett Deck's portal at least twenty-one (21) days prior to the sponsored event;

5. Sponsors will select a level of sponsorship from Organizers' deck or negotiate a different level of sponsorship through Vett Deck;

6. Sponsorship automatically closes once payment to Organizer is made.

C. Vett Deck Vett Deck shall review and analyze deck submissions from Organizers;

1. After analysis, Vett Deck shall receive, review and approve Organizers and Sponsors for its services;

2. Vett Deck shall make recommendations and suggest revisions to enhance Organizers presentation for sponsorship;

3.Vett Deck will provide a living website where Organizers' can access their decks at any time;

- 4. Vett Deck will vet each deck separately and submit to its Sponsors for potential sponsorship;
- 5. Upon successfully matching Sponsor(s) Vett Deck will be entitled to its agreed upon fee;
- 6. Vett Deck will collect all monetary sponsorship payments; deduct the applicable fee and provide the balance to Organizer within 10 days of receipt;
- 7. When required Vett Deck will provide invoices to Sponsors.

D. EQUIPMENT

Customers are responsible for all equipment required to access Vett Deck Services, including (but not limited to):

- a properly configured internet enabled device compatible with VD;
- a functioning and valid email address;
- any required software, including an accepted browser (currently Internet Explorer version, Mozilla Firefox Version 1.5 or later, Google Chrome, Apple Safari) that is configured to accept cookies, download images, and run JavaScript; and
- any other equipment needed to access the Services.

4. TERMINATION

Termination May Occur In Any Of The Following Ways:

- 1. Nonpayment of Membership Fee;
- 2. Usage of inaccurate, incorrect or deceptive information;
- 3. Misuse of Vett Deck website, portal and any of its applicable materials;
- 4. At Vett Deck's discretion with prior notice.

Upon termination of VD Services for any reason, any and all of the rights to access and use of VD Services shall be immediately cancelled and/or revoked by VD. In the event of such termination, Customers shall no longer have access to VD.

5. PAYMENT

2. All financial transactions shall be made through Vett Deck's online payment portal.

Membership fees shall be paid through Vett Deck's online payment portal.

Sponsorship monies shall be paid through Vett Deck's online payment portal.

6. MEMBERSHIP AND BILLING

Membership is acquired by opening an account with Vett Deck and remaining current with membership fees and required documentation.

- a) <u>Opening an Account:</u> By opening an account with Vett Deck , you expressly authorizeVett Deck to charge your credit card in the amounts and on the scheduleidentified with your specific selected Service. Prices are subject to change upon prior notification. ALL PAYMENTS ARE NON-REFUNDABLE.
- b) Organizers account: will automatically renew until cancelled, with associated continued billing. Any recurring charges by Vett Deck are exclusive of all taxes, levies or duties imposed by the taxing authorities, and Customers shall be responsible for payment of all such taxes, levies or duties. Subscription packages: are based on the length of the subscription and not the actual usage. Access during the subscription plan is 24 hours a day, 7 days a week. Organizer will be charged the selected subscription fees regardless of whether the Service is used during the applicable subscription period or not; and regardless of any results Organizer may or may not achieve by using the Service.
- c) <u>Authorization of Payment Method:</u> Customer warrants and guarantees that Customer is authorized to use the payment card, method or system applied to the Membership and Subscription Services. Customer must always keep the payment information updated and accurate. In the event that the details of payment method change or expire and Customer does not timely update those details, Customer agrees to remain responsible for any uncollected amounts. Should Vett Deck have to retain legal counsel to pursue Customer for unpaid fees, the Customer shall, in addition to the uncollected Service fees, reimburse Vett Deck's legal fees as well.
- d) Fee Changes:
- e) <u>Cancellation:</u> with the understanding that A. If cancellation occurs after the monthly membership fee is due, that monthly fee must be paid in full and shall not be refunded or pro-rated

Trial membership may be available. If so, only one free trial is available per Customer.

7. PAYMENT AUTHORIZATION; INVOICING

In accordance with the Subscription package/service chosen by the Customer, Vett Deck will debit Organizers account monthly unless a different schedule is agreed upon by Vett Deck and Customer. Vett Deck shall debit in advance, for all amounts due to Vett Deck, prior to the start of any Services or monthly subscription plan.

Vett Deck shall provide a monthly notification a few days before Organizers account will be debited. Should payment not be collected, then Vett Deck has the right to immediately suspend Organizers account until payment is received. If payment is not received within ten (10) days of it becoming due, then Vett Deck has the right to terminate Organizers' account.

By providing a credit card or any other payment information either during registration or at any time thereafter, Organize warrants that such credit card or payment provided to Vett Deck is correct and valid, and hereby authorizes Vett Deck to charge such credit card or payment for amounts due under the applicable Vett Deck subscription plan pursuant to the payment schedule set forth below.

8. PAYMENT SCHEDULE

Payments will be due and automatically debited from Organizers account monthly on the day of the month that registration was completed. For example, if registration was completed on the 4th of the month, then payment will be due on the 4th of each subsequent month. All amounts charged for Vett Deck subscription services shall be deemed to be undisputed unless a dispute charge claim is made to Vett Deck pursuant to Section 9, below. Once an amount has been charged to a Customers' credit card, it is nonrefundable.

9. NON-PAYMENT OF SERVICE FEES

If, for any reason, Vett Deck charges the Organizers' credit card or agreed upon payment method pursuant to Section 5 and 6, above, and the payment does not go through, Vett Deck shall immediately suspend Organizer's account and attempt to process the payment again within 3 days. If the Customer fails to pay the applicable fee within five (5) days of the date payment is due, then Vett Deck has the right tocancel/terminate Organizers account if not paid in full. In the event Vett Deck cancels the account for non-payment, all amounts due and unpaid to Vett Deck for use of the Services shall become immediately due and payable. In the event of non-payment and the exhaustion of attempts to collect

monies due, Vett Deck reserves the right to seek payment using any remedies allowed to it in equity and law.

10. DISPUTED CHARGES

If the Customers wish to dispute any fees or charges billed by Vett Deck, the Customers agree to submit the disputed fee or charge to Vett Deck no later than five (5) business days after the Vett Deck Invoice containing the disputed fee or charge is sent for payment. Each Organizer and Sponsor may submit a disputed fee or charge by contacting Vett Deck at XXXX@vettdeck.com. Vett Deck agrees to review said dispute and work with the concerned Organizer or Sponsor to find a timely and best solution. Notwithstanding the foregoing, Customer shall tender payment to Vett Deck for all undisputed amounts, as due and owing per the Vett Deck Invoice.

11. REGISTRATION AND USAGE

Customers must be registered to create a profile on VD to access and use the Services. If Customers are registering on behalf of a Company, by registering, they confirm and agree that they have the requisite authority to register on behalf of such Company. The same applies if the Customers act on behalf of other person(s). The email address provided during the registration will be the login for the VD account or as otherwise communicated by VD. Each account must have a unique email address and Customers. One email address is allowed per account for registration purposes.

Customers warrant that any information provided during registration or at any time thereafter is true, accurate and complete and that Customers will update all such information as necessary to maintain its truth, accuracy and completeness. Failure to do so shall constitute a breach of these Terms of Use. Customers shall be responsible for maintaining the confidentiality of their own password and will be solely liable for all actions taken via their account and under their password, whether or not made with their knowledge or authority. Customers further agree that any credit card or payment information provided during registration or at any time thereafter is valid and that the Customers have authority to authorize payments to Vett Deck from such credit card or account.

By registering, Customers agree to use the Services only for the purposes advertised on VD's website or in any other marketing material published by VD. Customers agree to not post content or perform any action on VD's platform that may infringe, violate someone else's rights or otherwise violate the national/international law or might have such or similar consequences.

By registering, Customers confirm that they are a valid, official and legal business desiring to use the Services for the purposes which the service is intended; i.e. to find, obtain/ provide sponsoring, also find events, advertise the business and/or to conclude the deals for sponsoring. Any information provided about Customers' business (information about event, exhibition or other) or contact information (such as email addresses, banking account number and phone numbers and etc.) must be valid and accurate contact information.

12. COOKIES

Vett Deck may store or retrieve information on your browser in the form known as "cookies". Cookies are used in order to provide the Customers with friendly and faster user experience. Usually cookies help to collect additional website usage data and to improve our Services. A cookie is a small data file that is stored temporarily to Customers' computer's hard disk.

For the moment, Vett Deck uses session cookies. These cookies are critical and essential for the functioning of the VD platform. These cookies track Customers' name and session ID (a unique number of the log in session of each Sponsor or Organizer). Such cookies help to keep the Customers logged in while browsing on the VD platform.)

Cookies mentioned above are used on the VD webpage and on the websites of the other third parties who have integrated VD widgets, share buttons or which have installed VD software.

Services provided by third parties where the Customers have an account or use these services, which allow the sharing of information, preview videos and are subject to the privacy policy of those third party service providers. Such services enables Vett Deck to provide enhanced functionality and more features on VD website and platform, but the use of the data collected through these cookies by third parties are under the rule of their privacy policy.

Customers can instruct their browser to stop accepting cookies or to request permission each time they visit the websites. If cookies are not desired, Customers should adjust their browser settings. Please refer to the user's manual of your browser to disable cookies. However, some VD services may not work properly if cookies are disabled.

13. IMPORTANT NOTICES; NO GUARANTEES; AVAILABILITY

Vett Deck is a platform for making business data available to others and to communicate between Customers. The data and information appearing on the Service is aggregated from various sources, including the public, and does not originate with Vett Deck. However, the aggregation of the business data is proprietary to Vett Deck.

The appearance of a brand, individual or entity on the Service does not constitute an offer to sponsor or be sponsored by said brand, individual or entity. No affiliation or relationship between a depicted brand, individual or entity and Vett Deck is implied by the appearance of said brand, individual or entity or the Service unless specifically stated.

Vett Deck makes no warranty and does not guarantee that you will be able to contact any particular brand, individual or entity through the service or that a brand, individual or entity will respond to your communications nor will events be sponsored merely by being a registered and paid Customer of the VD platform.

The Service may contain typographical errors or inaccuracies, and may not be complete or current. We reserve the right to correct any such errors, inaccuracies or omissions and to change or update information at any time without prior notice. You agree that although Vett Deck may review, edit, remove or modify information from or on the Service, it does not have a duty to do so, it may not control the sources of information appearing on the Service, and it does not guarantee the accuracy, suitability, completeness, currency, quality, adequacy or applicability of any such information. All information made available through the Service is FOR INFORMATIONAL PURPOSES ONLY. The information appearing on the Service is not intended to be financial, investment, legal, tax or other professional advice of any kind.

While we make reasonable efforts to ensure that the Service remains available at all times, we do not represent or warrant that access to the Service will be error-free or uninterrupted, or without defect, and we do not guarantee that users will be able to access or use the Service, or its features, at all times.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service, or any part thereof, with or without notice, including pricing plans and models.

14. PASSWORDS AND ACCOUNTS

You are responsible for controlling the access to and use of your account. It is your responsibility to insure that your password is kept confidential. You understand and agree that Vett Deck will assume that instructions from your account logged in with a valid password are from an authorized person and should be acted upon by Vett Deck.

Vett Deck is not responsible for any unauthorized access to your account or profile resulting from your negligent actions or lack of action. Vett Deck will not be responsible for the consequences from such unauthorized access, and is not required to take action to disable any account unless and until proper notification is given to Vett Deck. You agree that you will not bring an action against Vett Deck arising from or related to any claimed unauthorized access resulting from your negligence and/or action or lack of action and hereby waive such right to do so. Upon the reporting and/or confirmation of unauthorized use, or breach of your account, Vett Deck shall take reasonable efforts to disable, lock and correct the matter.

If you believe that your account has been breached, compromised or accessed by an unauthorized party, please immediately contact Vett Deck and change your password.

To report a breach, and/or unauthorized use please contact breach@vettdeck.com via email with the term "Account Breach Notice" in the subject line.

15. RULES OF CONDUCT

Customers use of the Service is conditioned on Customer's compliance with the Terms of Use, including but not limited to these rules of conduct.

You agree that you will not violate any applicable law or regulation in connection with your use of the Service. Without limiting the foregoing, you agree that you will not make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity).

You agree not to distribute, upload, make available or otherwise publish through the Service any suggestions, information, ideas, comments, documents, questions, notes, plans, drawings, proposals, or materials similar thereto ("Submissions") or graphics, text, information, links, profiles, audio, photos, software, music, sounds, video, comments, messages or tags, or similar materials ("Content") that:

- is unlawful or encourages another to engage in anything unlawful;
- contains a virus or any other similar programs or software which may adversely compromise the operation of Vett Deck's platform or another's computer;
- violates the rights of any party or infringes upon the patent, trademark, trade secret, copyright, or other intellectual property right of any party; or,

• is libelous, defamatory, pornographic, obscene, lewd, indecent, inappropriate, invasive of privacy or publicity rights, abusing, harassing, threatening, bullying or otherwise objectionable.

You further agree that you will not do any of the following:

- modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of the Service;
- interfere with or disrupt the operation of the Service, including restricting or inhibiting any other person from using the Service by means of hacking or defacing;
- transmit to or make available in connection with the Service any denial of service attack, virus, worm, Trojan horse or other harmful code or activity;
- attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- harvest or collect the email address or other contact information of other users of the Service;
- scrape or collect content from the Service via automated means;
- submit, post or make available false, incomplete or misleading information to the Service, or otherwise provide such information to Vett Deck; or,
- impersonate any other person or business, or claim an account associated with another individual or entity.

You are not licensed to access any portion of the Service that is not public, and you may not attempt to override any security measures in place on the Service. Notwithstanding the foregoing rules of conduct, Vett Deck's unlimited right to terminate your access to the Service shall not be limited to violations of these rules of conduct.

16. ORGANIZERS AND SPONSORS WARRANTIES

It is the Customers responsibility to use the Services properly and effectively. By using the Services Customers warrant that:

- They will use the Services only for the purposes advertised on the VD website or any other marketing material provided by Vett Deck;
- The services will only be used as directed by Vett Deck;

- That Customers are a valid business desiring to use the Services with the aim to find or provide sponsorship and/or to conclude a sponsorship deal on VD;
- That any information provided, among such are e-mail, business addresses, phone numbers, event details, payment details and other, is valid and active information.

Any breach of this section will result in termination of the Customer's account on VD. Vett Deck reserves the right to pursue any remedies available to it by law or in equity for any breach of this section and this contract in its entirety.

17. LINKS AND THIRD-PARTY CONTENT

The VD platform and Services may contain third-party links. Such links are provided for informational purposes only, and Vett Deck does not endorse any website or services through the provision of such a link.

The Service may contain articles, text, imagery, video, audio, data, information and other similar materials originating from third-parties. Vett Deck does not endorse any third-party content that may appear on the Service or that may be derived from content that may appear on the Service, even if such content was summarized, collected, reformatted or otherwise edited by Vett Deck.

18. CONTENT SUBMITTED OR MADE AVAILABLE TO VETT DECK

You are under no obligation to submit anything to VD, and unless otherwise noted, we will not claim ownership of any Content. If, however, you choose to submit any Content to the Service, or otherwise make available any Content through the Service, you hereby grant Vett Deck a perpetual, irrevocable, transferrable, sub-licensable, non-exclusive, worldwide, royalty-free license to reproduce, use, modify, display, perform, distribute, translate and create derivative works from any such Content, including without limitation distributing part or all of the Content in any media format through any media channels.

By submitting any Content or Submissions to Vett Deck, you hereby agree, warrant and represent that: (a) the Content and Submissions do not contain proprietary or confidential information, and the provision of the Content and Submissions is not a violation of any third-party's rights; (b) all such Submissions and Content are accurate and true, (c) Vett Deck is not under any confidentiality obligation relating to the Content or Submissions; (d) Vett Deck shall be entitled to use or disclose the Content or Submissions in any way; and (e) you are not entitled to compensation or attribution from Vett Deck in exchange for the Submissions or Content.

You acknowledge that Vett Deck is under no obligation to maintain the Service, or any information, materials, Submissions, Content or other matter you submit, post or make available to or on the Service. We reserve the right to withhold, remove and or discard any such material.

19. CONFIDENTIALITY

Confidential Information is any oral, written, graphic or machine-readable information disclosed by Vett Deck, whether designated in writing or not, to be confidential or proprietary or is otherwise reasonably understood to be confidential. Confidential Information shall include, but not be limited to, any and all data regarding the performance of any functionality of the Services. Customers agree to not disclose or use any Confidential Information without the prior written consent of Vett Deck, and to maintain the confidentiality of the Confidential Information.

20. CONTENT SHARED THROUGH VETT DECK

The Service may make it possible for you to choose to share certain information with the public. There are a number of ways in which you can control how much information is shared with the public, and Vett Deck will make efforts to comply with your instructions from the options provided to you by Vett Deck. You understand that by designating information to be shared through the Service, you may be revealing information that you choose to share. You understand and acknowledge that you are fully aware and responsible for the impact of sharing such materials, and you agree that Vett Deck shall not be held liable, and Vett Deck shall be released and held harmless by you from any liability or damages arising out of such sharing.

21. INTELLECTUAL PROPERTY

Vett Deck's graphics, logos, names, designs, page headers, button icons, scripts, and service names are trademarks, trade names and/or trade dress of Vett Deck. The "look" and "feel" of the Service (including color combinations, button shapes, layout, design and all other graphical elements) are protected by U.S. copyright and trademark law. All product names, names of services, trademarks and service marks ("Marks") are the property of Vett Deck or the property of their respective owners, as indicated. You may not use the Marks or copyrights for any purpose whatsoever other than as permitted by this Agreement.

You acknowledge that the software used to provide the Service, and all enhancements, updates, upgrades, corrections and modifications to the software, all copyrights, patents, trade secrets, or trademarks or other intellectual property rights protecting or pertaining to any aspect of the software (or any enhancements, corrections or modifications) and any and all documentation therefor, are and shall remain the sole and exclusive property of Vett Deck and/or its licensors, as the case may be. This Agreement does not convey title or ownership to you, but instead gives you only the limited rights set forth herein.

You understand that the Service may be used as a platform for third-party brands to communicate with the public. Not all brand profiles, however, are claimed or managed by the identified brand. You understand that the appearance of a brand on the Service does not imply any sponsorship, affiliation, or relationship of any kind between said brand and Vett Deck.

With that understanding, Vett Deck grants you a license to use the Services in accordance with these Terms of Use. Accordingly, Customers agrees not to copy, modify, reformat, rent, lease, lend, frame, create derivative works, download, store, reproduce, upload, reprocess, make a commercial use of, or distribute the Services. Vett Deck reserves all rights to the Services not expressly granted in these Terms of Use and/or any contractual agreement between the parties.

Vett Deck retains all rights in and to, including without limitation, the copyrights, patents, and trade secrets, trademarks or service marks contained in or relating to the Services (collectively the "Vett Deck Intellectual Property") that are the exclusive property of Vett Deck and/or its licensors. Vett Deck does not transfer any rights of Vett Deck Intellectual Property to Customers.

Content of the Services that incorporates or includes any of the Vett Deck Intellectual Property may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Vett Deck or the rightful owner, as applicable.

22. ENFORCEMENT AND TERMINATION OF SERVICES

Vett Deck reserves the right to deny all or some portion of the Service to any user, in Vett Deck's sole discretion, at any time.

Without limiting the foregoing or assuming additional legal obligations, Vett Deck has a policy of terminating repeat violators of the Copyright Act, in accordance with applicable law. All grants of any rights from you to Vett Deck related to Content, Submissions, or other materials, including but not limited to copyright licenses, shall survive any

termination of this Agreement. Further, your representations, defense and indemnification obligations survive any termination of this Agreement.

23. LICENSE

As long as you are in compliance with the conditions of this Agreement and all incorporated documents, Vett Deck hereby grants you a limited, revocable, non-assignable, non-transferrable, non-sublicensable, non-exclusive license to use and access the Service. No rights not explicitly listed are granted.

24. INDEMNIFICATION

You agree to defend, indemnify and hold Vett Deck and its suppliers, subsidiaries, licensors, and licensees, and each of their officers, directors, shareholders, members, employees and agents harmless from all allegations, judgments, awards, losses, liabilities, costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees, and costs of litigation arising out of or based on (a) Submissions or Content you submit, post to or transmit through the Service, (b) your use of the Service, (c) your violation of the Agreement, and (d) any conduct, activity or action which is unlawful or illegal under any state, federal or common law, or is violative of the rights of any individual or entity, engaged in, caused by, or facilitated in any way through the use of Service.

Customers hereby waive any rights to assert any claims against Vett Deck, and shall hold Vett Deck harmless as to the breach or failure to perform, as it relates to the Customers agreement.

When using the Services Customers must comply with all laws and restrictions, to which the Services are subjected.

25. DISCLAIMERS AND LIMITATION ON LIABILITY

YOU AGREE AND ACKNOWLEDGE THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. VETT DECK, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, ACCURACY, SUITABILITY, APPLICABILITY, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTIES OF ANY KIND. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM VETT DECK SHALL CREATE ANY WARRANTY. USE OF THE SERVICE IS AT YOUR SOLE RISK. VETT DECK DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT DATA TRANSMISSION OR STORAGE IS SECURE OR THAT THE SERVICE IS FREE OF INACCURACIES, MISREPRESENTATIONS, VIRUSES OR OTHER HARMFUL INFORMATION OR COMPONENTS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL VETT DECK OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES AND SUPPLIER (COLLECTIVELY, THE "RELATED PARTIES") BE LIABLE TO YOU BASED ON OR RELATED TO THE SERVICE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SERVICE, EVEN IF VETT DECK AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Notwithstanding the foregoing, in the event that a court shall find that the above disclaimers are not enforceable, then you agree that neither Vett Deck nor any of the Related Parties shall be liable for (1) any damages in excess of \$500.00 or (2) any indirect, incidental, punitive, special, or consequential damages or loss of use, lost revenue, lost profits or data to you or any third party from your use of the Service. This limitation shall apply regardless of the basis of your claim.

This limitation shall not apply to any damage that Vett Deck causes you intentionally and knowingly in violation of this Agreement or applicable law that cannot be disclaimed in this Agreement.

26. POLICIES FOR CHILDREN

The Services are not directed to individuals under the age of 13. You must be over the age of 13 to use the Service. In the event that Vett Deck discovers that a child under the age of 13 has provided personally identifiable information to us, we will make efforts to delete the child's information in accordance with the Children's Online Privacy Protection Act. Please see the Federal Trade Commission's website for (www.ftc.gov) for more information.

Notwithstanding the foregoing, pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections are commercially available to assist you in limiting access to material that is harmful to minors. More information on the

availability of such software can be found through publicly available sources. You may wish to contact your Internet Service Provider for more information.

DISPUTES, GOVERNING LAW AND JURISDICTION

The Parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the Parties. If the matter is not resolved through negotiation, the Parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association, and both parties shall be responsible for their respective expenses associated with the dispute resolution process. The arbitrator's decision will be final, and judgment may be entered upon it by any court having proper jurisdiction.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.

To begin dispute resolution proceeding, you must send a letter requesting resolution of an ongoing dispute, in accordance with this section and describe your claim to the following address: complaint@vettdeck.com.

To the extent arbitrations does not apply, you agree that any dispute arising out of or relating to the Services, or to Vett Deck, may only be brought by you in a state or federal court located in Charlotte, North Carolina. YOU HEREBY WAIVE ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREE TO EXCLUSIVE JURISDICTION AND VENUE IN CHARLOTTE, NORTH CAROLINA. In any such proceeding, you agree that service may be made upon you via e-mail at your e-mail address that we then have on-file.

This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

The courts of the State of North Carolina will have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

27. GENERAL

6.

a. Severability.

If any provision of this Agreement is found for any reason to be unlawful, void or unenforceable, then that provision will be given its maximum enforceable effect, or shall be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.

b. No Partnership.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Vett Deck as a result of this Agreement or your use of the Service, and that all parties remain independent contractors and/or parties before, during, and after the termination of this Agreement.

c. Assignment.

Vett Deck may assign its rights under this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the Agreement without Vett Deck's prior written consent, and any unauthorized assignment by you shall be null and void.

d. No Waiver.

Our failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

e. Notices.

All notices given by you or required under this Agreement shall be in writing and addressed to: notices@Vett Deck.com.

f. Equitable Remedies.

You hereby agree that Vett Deck would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.

7.

30. ENTIRE AGREEMENT/TRANSLATION/INTERPRETATION.

8.

This Agreement, including the documents expressly incorporated by reference, constitutes the entire agreement between you and Vett Deck with respect to the Service, and supersedes all prior or contemporaneous agreements or communications, whether electronic, oral or written. The parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.