

## USER TERMS OF USE

Genesis Illustration & Design, LLC, a Limited Liability Company organized under the laws of the State of Florida and headquartered in Brandon ("Genesis" or "we" or "us" or "our") welcomes you. References to Genesis include any subsidiaries or affiliates of Genesis involved with providing our Goods and/or Services. We invite you to access and use our Goods and/or Services (as defined below), which are made available to you through a variety of platforms, including <https://genesis-illustration.com/> (our "Website") which is accessible through tablets, smart phones, connected televisions, and other devices. Our Website and our App are collectively referred to as our "Platform."

### 1. Description of Users and Acceptance of Terms

Visitors to our Platform may view our publicly available content. We provide our Goods and/ or Services to Users, as defined below, subject to these User Terms of Use. By browsing the public areas of our Platform as a Visitor, or by registering, accessing, or using our Platform as a User, you acknowledge that you have read, understood, and agree to be legally bound by these User Terms of Use and our Privacy Policy, which is hereby incorporated by reference (collectively, this "Agreement"). If you do not agree to the terms and conditions of this Agreement, then please do not use our Platform. We reserve the right to modify, replace, or update these User Terms of Use from time to time without notice, and your continued use of our Platform constitutes your agreement to such modifications, replacements, or updates.

Through our Platform, we offer decals, shirts, and other merchandise under the Wild Life™ brand. Genesis produces and publishes original works of digital photography, digital video, 3D models, vector and raster illustrations, digital reproductions of analog works in a variety of medium. Original works created and published by Genesis are offered as digital products that are made available as a download and subject to the products license agreement. Genesis provides contracted drafting & design services that include, but are not limited to set, prop and costume design, landscape design, product design. Genesis creates and publishes stock design plans as a licensed retail or wholesale product. Genesis creates and publishes education products that are licensed articles, lesson plans, photographs, video, presentations, design plans, and branded educational

products (together, with any related or ancillary goods and/or services, or any updates, new features, or enhancements to such goods and/or services, the "Product"). We provide our access to our Platform as described below:

a. Level 1 - No Data collected

a. Visitors:

- i. may browse "public" content but cannot post, or download.
- ii. may become "Customer" by making a purchase.
- iii. may become "Members" by opting IN to our mailing list.

b. Level 2 - Data collected but not retained

a. A visitor becomes a "Customer" when a purchase is made. A "customer" must provide personal information needed to complete the purchase such as name, address, phone, email and payment info.

b. Customer:

- i. must provide personal information needed to complete the purchase such as name, address, phone, email and payment info.
- ii. may browse "public" content but cannot post, or download.
- iii. may download a purchase using an expiring link sent via email.
- iv. May become "Members" by opting IN to our mailing list.

c. Level 3 - Data collected and retained

a. A visitor or customer can become a "Member" by opting IN to our mailing list.

b. Member:

- i. personal information such as name, address, phone, and email is required. Such information will be retained and used to notify our "Members" of "member only" promotions, discounts, events, polls, etc.
- ii. A previous purchase is not required for "Membership".

- iii. may post to moderated blogs using the email they registered with.
  - iv. may purchase discounted items with promo codes that are sent via email.
  - v. may access "Member Only" areas of the website for purchase and events.
  - vi. may become "VIP" through purchase of a subscription contract.
- d. Level 4 - Data collected and retained
- a. A VIP is a "Member" opting IN to our mailing list AND is a subscription based "Customer". Personal information such as name, address, phone, and email is required and retained. Such information will be retained and used to notify our "Members" of "member only" promotions, discounts, events, polls, etc.
  - b. VIP:
    - i. payment info or authorization retained.
    - ii. requires a subscription contract.
    - iii. provides for monthly billing and purchase order payment options. As such, payment info may be retained.
    - iv. may post to moderated blogs using the email they registered with.
    - v. may purchase discounted items with promo codes that are sent via email.
    - vi. may access "VIP" areas of the website for purchase and events.

We are under no obligation to accept any individual and/or company as a User, and we reserve the right to accept or reject any User registration in our sole discretion. In addition, we may suspend a User's access to our Platform or stop providing our Goods and/or Services to a User if the User does not comply with this Agreement or our other policies or if we are investigating suspected misconduct.

Genesis is concerned about the safety and privacy of children. For this reason, you must be at least eighteen (18) years of age to use our Platform. Otherwise you may use the Platform only with the involvement of a parent or guardian. By registering, accessing, or using our Platform as a User you represent and warrant that you are a person at least 18 years of age. You, as a parent or guardian of a minor child, may use the Platform as a User on behalf of such minor child. You, as an authorized caregiver of another person, may use the Platform as a User on behalf of such other person for so long as you remain an authorized caregiver of such person. You acknowledge that Genesis does not direct the Platform to children younger than 13 years of age.

2. License to Use our App

Subject to this Agreement and to any additional terms and conditions related to our App, Genesis hereby grants Users, during the term of this Agreement, a limited, non-exclusive, non-transferable, revocable license (“License”) to download and install a copy of the App on a single mobile device the User owns or controls, and to run that copy of the App solely for the User’s personal use. We reserve all rights in and to the App not expressly granted to Users under this License. This License terminates upon termination of this Agreement for any reason.

3. Fees

In consideration for using our Platform and/or App, you agree to pay all fees specified by our Platform, as we may, in our sole discretion, change from time to time (the “Fees”). You authorize us to charge your stored payment method in order to collect any Fees due in connection with your use of our Platform.

4. User Information; Privacy Policy

Our Privacy Policy explains how we collect and use your information and how we protect your privacy when you use our Platform. By using our Platform, you agree that Genesis may use your information in accordance with our Privacy Policy. Genesis makes commercially reasonable efforts to collect and use your information securely and in accordance with the Privacy Policy and applicable law.

You acknowledge that you are solely responsible for the completeness and accuracy of any information you provide to us. Although we disclaim any legal duty to verify the accuracy of any information you provide to us when creating an account, if we believe any information you provide is not current, complete, and accurate, we have the right to refuse access to our Platform. To protect your Genesis account, keep your password confidential. You acknowledge that you are solely responsible for any activity that happens on or through your Genesis account, whether you authorized such activity. Any unauthorized use of your Genesis account, password, or other security breach related to your account, must be reported to: [admin@genesis-illustration.com](mailto:admin@genesis-illustration.com).

We are not liable for any loss you or another party may incur as a result of someone else using your account or password without your knowledge. However, you may be held liable for losses incurred by Genesis or another party as a result of someone else using your account or password. You may not use anyone else's account at any time. Your failure to provide us complete and accurate information, to protect your Genesis account and password, or to report unauthorized use of your Genesis account or password may constitute a Prohibited Act or breach of this Agreement.

#### 5. Using our Platform

In addition to complying with these User Terms of Use, you must comply with any additional policies made available to you within our Platform. You may use our Platform, and any content accessed through it, only as permitted by and in compliance with applicable laws, including but not limited to privacy laws, intellectual property laws, and regulatory requirements.

You may not use our Platform other than as expressly permitted by this Agreement. You may not misuse our Platform or use our Platform in any manner that violates any law or violates or infringes the rights of any party. You may not attempt to access our Platform using a method other than the interfaces and instructions we provide. You may not

attempt to damage, corrupt, tamper with, or infect our Platform or any of our information or telecommunication systems with viruses or other malicious computer programs.

You agree that you will not, nor will you permit anyone else to, directly or indirectly (a) use manual or automated software, devices, scripts robots, crawlers, browser plugins or add-ons, or any other means or processes to access, index, survey, scrape, crawl, spider, or otherwise data mine our Platform or any related information; use bots or other automated methods to access our Platform; monitor our Platform availability, performance, or functionality for any competitive purpose; engage in “framing”, “mirroring”, or otherwise simulating the appearance or function of our Platform; override any security feature of our Platform; (b) interfere with the operation of, or place an unreasonable load on, our Platform, by means including but not limited to spam, denial of service attack, viruses, gaming algorithms; (c) collect, copy, modify, reproduce, translate, localize, port, or otherwise create or use derivatives or copies of any part of our Platform or any information from Genesis, except as expressly permitted under this Agreement; (d) transfer, rent, lease, lend, resell, distribute, sublicense, sell, transfer, or otherwise use or commercially exploit our Platform or any related information; (e) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code or underlying algorithms of all or any part of our Platform; (f) remove or alter any copyright, trademark, or other intellectual property or proprietary notices or labels on or in our Platform, any other intellectual property of Genesis, or any other element of our Platform, in whole or in part, except as and only to the extent any of the forgoing restrictions are prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the App; (g) use the App in any manner inconsistent with its design.

Any of the foregoing shall be deemed a “Prohibited Act.” Any use of Genesis’s Platform in any manner deemed a Prohibited Act here or elsewhere in this Agreement is a breach of this Agreement.

## 6. Intellectual Property

Genesis and its licensors, if any, own and retain all proprietary rights to Genesis, all software and other technology relating to the Platform, and all text, images, data, information, and other content (collectively, the “Genesis Content”) including all intellectual property rights therein, displayed, available, or appearing on the Platform. The software coding and the look and feel of our Platform are copyrighted by and the property of Genesis and all rights are reserved to Genesis.

Genesis Content is protected under both United States and foreign laws and unauthorized use of Genesis Content may violate copyright, trademark, and other laws. Furthermore, elements of our Platform may be protected by trade dress, trademark, unfair competition, and other state and federal laws, and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors. None of the Genesis Content may be retransmitted without our express, written consent for each and every instance. You have no rights in or to Genesis Content, and you may not use Genesis Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Genesis Content. You may not sell, transfer, assign, license, sublicense, or modify Genesis Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use Genesis Content in any way for any public or commercial purpose. The use or posting of Genesis Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

6.1. Trademarks. The trademarks, service marks, and logos of Genesis (the “Genesis Trademarks”) located, used, or displayed on the Platform are registered and unregistered trademarks or service marks of Genesis. Other company, product, and service names located, used, or displayed in connection with the Platform may be trademarks or service marks owned by third parties (the “Third-Party Trademarks,” and, collectively with the Genesis Trademarks, the “Trademarks”). The offering of the Platform shall not be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed in connection with the Platform without our prior written permission specific for each such use. The Trademarks may not be used to disparage Genesis, any third party, or such third party’s products or goods and/or services, or in

any manner that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any site is prohibited unless Genesis approves the establishment of such a link by prior written consent specific for each such link. All goodwill generated from the use of any Genesis Trademark shall inure to Genesis's benefit.

6.2. Patents; Copyrights. A number of issued patents and patents pending may apply to the Platform. The Platform is also protected by copyrights owned by Genesis and/or third parties. If you copy portions of the Platform, you are violating these patent rights and/or copyrights.

Violation of any part of this section is a Prohibited Act, and such violation shall terminate your permission to access and use Genesis Content and the Platform, and you must immediately destroy any copies you have made of Genesis Content.

## 7. User Generated Content

Users may post, create, upload, submit, store, send, or receive content to or through our Platform ("User Generated Content").

You expressly acknowledge and agree that once you submit User Generated Content to or through our Platform, you give Genesis and those we work with a worldwide, royalty-free, perpetual, transferable, irrevocable, sub-licensable, non-exclusive right and license to copy, record, synchronize, transmit, format, host, store, reproduce, modify, compile, combine with other content, adapt, translate, sell, create derivative works of, communicate, publish, perform, display, promote, link to, distribute, and otherwise use or exploit, in any form or media, such User Generated Content. The rights you grant us in this license are for the limited purpose of operating, promoting, and improving our Platform, and developing new ones. You hereby waive any and all moral right to use the name you submit with your User Generated Content. You represent and warrant that you have the necessary rights, power, and authority to grant us this license. This license continues even after you stop using our Platform.



Genesis does not claim, and you do not transfer, any ownership rights in any of your User Generated Content and nothing in this Agreement restricts any rights you may have to use and exploit your User Generated Content outside of our Platform. You retain ownership of any intellectual property rights that you hold in your User Generated Content.

You represent and warrant that your User Generated Content does not infringe, violate, misappropriate, or otherwise conflict with the rights of any third party, including but not limited to privacy and intellectual property rights, and that your User Generated Content complies with all applicable laws and regulations. You further represent and warrant that the use of your User Generated Content by Genesis or its affiliates as permitted by this Agreement does not and will not infringe, violate, misappropriate, or otherwise conflict with the rights of any third party.

You expressly acknowledge and agree that once you submit User Generated Content to or through our Platform, it will be accessible by others, and you have no expectation of or right to confidentiality or privacy with respect to such User Generated Content, including but not limited to, any personally identifying information that you may make available, and that your User Generated Content may be disclosed through the Platform to unknown persons and without control by Genesis.

You expressly acknowledge and agree that you, and not Genesis, are entirely responsible for User Generated Content that you post, create, upload, submit, store, send, or receive to or through our Platform and that your User Generated Content does not contain any libelous, defamatory, or obscene material or other content that violates the terms of this Agreement. We do not endorse any User Generated Content and nothing in this Agreement obligates us to use any User Generated Content. We may remove User Generated Content that violates the terms of this Agreement, or that is offensive or otherwise unacceptable to us in our sole discretion.

Violation of any part of this section is a Prohibited Act, and such violation may terminate your permission to access and use Genesis Content and the Platform.

8. Other Content

Our Platform might enable or require access to or use of other goods and/or services and software of Genesis or third parties (collectively, “Other Goods and/or Services”). You hereby acknowledge that use of our Platform may be subject to your acceptance of additional or different terms of use, terms of service, licenses, or similar agreements related to such Other Goods and/or Services.

Our Platform might display content that is not Genesis’s. This content is the sole responsibility of the entity that makes it available. We may, but we are not required to, review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law.

9. Unavailability

We may alter, suspend, or discontinue our Platform in whole or in part, at any time and for any reason, with or without notice. In addition, one or more features of the Platform may be temporarily unavailable from time to time for maintenance or some other purpose.

We may, in our sole discretion, terminate or suspend a User’s access to our Platform, in whole or in part, at any time for any reason, with or without notice, including but not limited to a breach or suspected breach of this Agreement or a violation or suspected violation of law by the User. If Genesis notifies a User that the User’s access to our Platform is terminated or suspended, such User shall immediately cease and desist from all such access or use.

10. Term, Termination, Survival

This Agreement is effective on the earlier of (i) the date you accept this Agreement, or (ii) the date you first register, access, or use our Platform, and will continue until terminated in accordance with this Agreement. This Agreement automatically terminates upon (i) your breach of this Agreement, or (ii) your failure to comply with any terms or

conditions of this Agreement or any Genesis policy, as determined by Genesis in its sole discretion, or (iii) your performance of any Prohibited Act described or defined herein. Genesis may terminate this Agreement at any time for any reason, with or without notice. You may terminate this Agreement at any time by ceasing to use the Platform and by deleting or otherwise destroying all full or partial copies of the App. Upon termination of this Agreement for any reason, you shall cease all use of the Platform and delete or otherwise destroy all full or partial copies of the App. Sections of this Agreement titled “Intellectual Property,” “User Generated Content,” “Term, Termination, Survival,” “No Endorsement,” “Disclaimers,” “Limitation of Liability,” “Release; Indemnification,” “Dispute Resolution,” and “General” shall survive any termination of this Agreement.

11. Disclaimers

YOU UNDERSTAND AND AGREE THAT THE PLATFORM IS PROVIDED SOLELY ON AN “AS IS” AND “AS AVAILABLE” BASIS. NEITHER GENESIS NOR ANY OF GENESIS’S LICENSORS MAKE ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EACH OF THEM DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, RESULTS, COMPLETENESS, ACCESSIBILITY, COMPATIBILITY, EFFECTIVENESS, COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS, OR THAT ANY FEATURE OF THE PLATFORM WILL OPERATE ERROR-FREE, THAT DATA WILL NOT BE LOST, SECURITY, OR THAT ANY FEATURE OF THE PLATFORM IS FREE OF VIRUSES OR HARMFUL CODES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER GENESIS NOR ANY OF GENESIS’S LICENSORS MAKE ANY WARRANTY THAT THE CONTENT OF PLATFORM SATISFIES GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF ANY INFORMATION. THE PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF COMPUTER SOFTWARE AND HARDWARE, THE INTERNET, AND ELECTRONIC COMMUNICATIONS. GENESIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR DAMAGE OF ANY KIND RESULTING FROM SUCH LIMITATIONS, DELAYS, AND OTHER PROBLEMS, INCLUDING BUT NOT LIMITED TO ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. IN NO EVENT SHALL GENESIS BE LIABLE FOR ANY LOSS OR DAMAGE, DELAY IN PERFORMANCE, OR NONPERFORMANCE CAUSED BY EQUIPMENT MALFUNCTION OR BREAKDOWN, NETWORK OR PIPELINE DISRUPTION, SEVERE WEATHER CONDITIONS, INFORMATION UNAVAILABILITY, STRIKES OR OTHER LABOR DISPUTES, RIOTS, FIRE, INSURRECTION, WAR,

FAILURE OF CARRIERS, ACCIDENTS, ACTS OF GOD, OR ANY OTHER CAUSES BEYOND GENESIS'S CONTROL. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

12. Limitation of Liability

IF YOU ARE DISSATISFIED WITH THE PLATFORM OR ANY OF GENESIS'S TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES, OR PRACTICES, OR OTHERWISE HAVE A DISPUTE WITH GENESIS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THIS AGREEMENT AND DISCONTINUE USING OUR PLATFORM. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GENESIS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WITH RESPECT TO THE PLATFORM, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST DATA OR CONTENT, LOSS OF PROFITS, WORK STOPPAGE, BUSINESS INTERRUPTION, EVEN IF GENESIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES, (C) ANY USER GENERATED CONTENT, AS DEFINED IN THIS AGREEMENT, OR ANY CONTENT OF ANY OTHER USER OF THE GOODS AND/OR SERVICES, OR (D) ANY MATTERS BEYOND GENESIS'S REASONABLE CONTROL. THE MAXIMUM AGGREGATE LIABILITY OF GENESIS FOR ALL DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES UNDER ANY LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WITH RESPECT TO, ARISING OUT OF OR RELATED TO THE PLATFORM, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES THAT YOU PAID US IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE CIRCUMSTANCES GIVING RISE TO YOUR CLAIM OR IF PAID NO SUCH FEES, ONE HUNDRED U.S. DOLLARS (\$100). THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

13. Release; Indemnification

You expressly acknowledge and agree that Genesis has no special relationship with or fiduciary duty to you. You, for and behalf of you and your heirs, administrators, executors, successors, and assigns (the "Releasing Parties") hereby agree to release, waive, and discharge all claims which may arise against Genesis and its affiliates, officers, directors, employees, contractors, and licensors (the "Released Parties"), including claims based on any Released Party's alleged or actual negligence, breach of this Agreement, or breach of any express or implied warranty, arising out of or related to

the Platform or Goods and/or Services or this Agreement. Released Parties shall not be liable to Releasing Parties for any damages, whether direct, indirect, incidental, consequential, or otherwise, losses, liabilities, costs and expenses of every kind and nature, known and unknown, arising out of or in any way related to the Platform and Goods and/or Services or this Agreement.

You agree to indemnify, defend, and hold harmless Genesis and its affiliates, officers, directors, employees, contractors, and licensors from any and all claims, demands, losses, liabilities, and expenses, including attorneys' fees, arising out of or in connection with (i) your use of the Platform; (ii) your breach of violation of this Agreement; (iii) a Released Party's use of your User Generated Content; or (iv) your violation of the rights of any third party.

#### 14. Dispute Resolution

If you have a question or concern about our Platform, please contact us first. We will try to answer your question or resolve your concern.

14.1. Binding Arbitration. In the unlikely event that Genesis is unable to resolve your concerns, you agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the Platform (collectively, "Disputes") will be settled by binding arbitration between you and Genesis, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Genesis are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Genesis otherwise agree in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute

Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of this Agreement.

- 14.2. **Arbitration Rules and Governing Law.** The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.
- 14.3. **Arbitration Process.** A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Florida and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules
- 14.4. **Arbitration Location and Procedure.** Unless you and Genesis otherwise agree, the arbitration will be conducted in Hillsborough County, Florida. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Genesis submit to the arbitrator, unless you request a hearing, or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.
- 14.5. **Arbitrator's Decision.** The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the

arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

14.6. Fees. Payment of all filing, administration, and arbitrator costs and expenses imposed by AAA will be governed by the AAA rules, provided that if you are initiating an arbitration against Genesis and the value of the relief sought is ten thousand dollars (\$10,000) or less, then Genesis will advance all filing, administrative and arbitration costs and expenses imposed by AAA (subject to reimbursement as set forth below). If the circumstances in the preceding sentence apply, but the value of relief sought is more than ten thousand dollars (\$10,000) and you demonstrate to the arbitrator that such costs and expenses would be prohibitively more expensive than a court proceeding, then Genesis will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding, subject to reimbursement as set forth below. In the event that the arbitrator determines that all of the claims you assert in arbitration are frivolous according to Federal Rule of Civil Procedure 11, you agree to reimburse Genesis for all such costs and expenses that Genesis paid and that you would have been obligated to pay under the AAA rules. Just as in any court proceeding, each party will initially bear its own attorneys' fees and expenses in connection with any arbitration. Should either party be determined to have substantially prevailed in the arbitration, then upon such party's request, the arbitrator shall award such prevailing party the reasonable attorneys' fees and expenses that it incurred in connection with the arbitration, provided that to the extent that the dispute or claim relates to your personal use of the Platform or Goods and/or Services, rather than business use. The arbitrator may make rulings and resolve disputes as to the reimbursement of attorneys' fees and expenses upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

14.7. Changes. Notwithstanding any modification-related provisions herein, if Genesis changes this "Dispute Resolution" section after the date you first accepted this Agreement, or accepted any subsequent changes to this Agreement, you may reject any such change by providing Genesis written notice of such rejection by mail or hand delivery to: Genesis Illustration and Design, LLC, Attn: Manager, 2120 Fluorshire Dr. Brandon, FL 33511, or by email from the email address associated with your account to [admin@genesis-illustration.com](mailto:admin@genesis-illustration.com), within 30 days of the date such change became effective, as indicated in the "Last update" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this "Dispute Resolution" section. By rejecting changes, you are agreeing that you will arbitrate any Dispute between you and Genesis in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted this Agreement or accepted any subsequent changes to this Agreement.

## 15. General

15.1. Notices. All notices under this Agreement shall be in writing and shall be delivered in person, or by registered or certified mail, return receipt requested, or sent by a nationally recognized overnight delivery service. If to Genesis, all notices shall be sent to Genesis Illustration & Design, LLC Attn: Manager, 2120 Fluorshire Dr, Brandon, FL 33511. If to a User, all notices shall be sent to the User's mailing address or email address provided to Genesis by the User when signing up to use the Platform or installing the App. Notices by registered or certified mail shall be deemed delivered five days after mailing, and notices by overnight courier shall be deemed delivered one day after deposit with such courier. Notices by Genesis to a User by email shall be deemed delivered when received.

15.2. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.



- 15.3. Waiver. No failure or delay by Genesis to insist upon the strict performance of any term, condition, or covenant of this Agreement, or to exercise any right, power, or remedy under this Agreement shall constitute a waiver of any such term, condition, covenant, right, power, or remedy of any breach, or preclude Genesis from exercising any such right, power, or remedy at any later time.
- 15.4. Assignment. Users may not assign this Agreement or any rights or obligations under this Agreement, by operation of law or otherwise, without Genesis's prior written consent. Genesis may assign this Agreement, in whole or in part, and any rights or obligations under this Agreement, without restriction, with or without notice.
- 15.5. Entire Agreement. This Agreement contains the entire agreement between Genesis and Users regarding the terms of Users' use of the Platform and supersedes any prior written or oral agreements between Genesis and any User.
- 15.6. Amendment. Genesis may amend, modify, or supplement (each, a "Change") this Agreement at any time by posting the changed version of these User Terms of Use on the Platform and/or by providing notification through the App. This Agreement may not be otherwise amended except in a writing signed by Genesis and a User. A User's continued use of the Platform following Genesis's posting of any Change on the Platform and/or providing notification through the App constitutes the User's acceptance of such Change. If a User does agree with the terms of any Change, the User's sole remedy is to cease using the Platform and to delete or otherwise destroy all full or partial copies of the App.
- 15.7. Choice of Law; Forum. This Agreement, and all matters arising out of this Agreement, shall be governed by and construed in accordance with laws of the State of Florida, without regard to any conflict of laws principles.
16. Contact information. If you have any questions, concerns, or comments about these User Terms of Use or our Privacy Policy, you may contact us using the information below:

Genesis Illustration & Design, LLC  
Attn: Manager  
2120 Fluorshire Dr.  
Brandon, FL 33511

Last Updated: This End User Terms of Use was last updated on January 7, 2020.