

Booti-Q Creator Agreement

This Booti-Q Creator Agreement (“Agreement”) consists of:

- These Standard Terms and Conditions for the Booti-Q (“Booti-Q”) Creator Program (“Terms and Conditions”) and
- All Booti-Q Creator Program polices and guidelines for Booti-Q Creators, (together, the “Booti-Q Creator Policies”), which are incorporated by reference herein.

Any individual or entity (“Booti-Q Creator” or “you”) that wants to sell goods or services (“Products”) through the Booti-Q Site or any related applications (“Booti-Q Site”), use any order processing, fulfillment, or other services related to the Booti-Q Site provided by or for Shameless Grounds, LLC dba Booti-Q (“SG”, “us”, or “we”) (“Booti-Q Services”), or use any platform, portal, web service, application, interface, or other tool provided by or for SG in connection with the Booti-Q Site (“Booti-Q Tools”), must accept the terms of this Agreement without change.

“Booti-Q” means the business entity Shameless Grounds, LLC dba Booti-Q (“SG”).

By your signature on this document, or by offering any Products for sale on the Booti-Q Site, using any of the Booti-Q Services, or using any of the Booti-Q Tools, you agree to be bound by all terms and conditions of this Agreement (including the Booti-Q Creator Policies), as this Agreement (or the Booti-Q Creator Policies) may be updated from time to time in accordance with this Agreement. You also consent to receiving electronic communications from us (a) via email at the email address you provided at signup and (b) via text/call at the phone number you provided at sign up.

This Agreement contains an arbitration provision and waiver of significant legal rights. Please read this Agreement carefully.

We may change these Terms and Conditions or the Booti-Q Creator Policies at any time in our sole discretion. The changes will be effective upon posting of such updates on the “Partner Portal,” which is the primary web-based interface provided to you by SG as part of the Booti-Q Tools. You are responsible for reviewing such postings and any applicable changes. Your continued participation in the Booti-Q Creator Program, including offering any Products for sale on the Booti-Q Site, using any of the Booti-Q Services, or using any of the Booti-Q Tools constitutes your acceptance of such changes. If you do not agree to any posted changes, do not continue to use the Booti-Q Shop, the Booti-Q Services, or the Booti-Q Tools.

Use of the Booti-Q Site is limited to those parties who can enter into and form contracts under applicable Law. If you are an individual, you must be at least 18 years of age to be a Booti-Q Creator. Children under 18 years are not permitted to use the Booti-Q Site. To register as a Creator on Booti-Q, you must apply to sell by providing accurate information, including your (or your business’) legal name, address, phone number, e-mail address and any other information we request. If you register as a business entity, you represent that you are authorized to bind the business to the terms of this Agreement.

1. SG’s Role

SG or its affiliates, through the Booti-Q Program, provides the Booti-Q Site, Booti-Q Tools, and Booti-Q Services to enable you to sell your Products to third party buyers (“Customers”). You may only sell those Products you have the legal right to sell and must do so consistent with the terms and conditions of this Agreement. All transactions with Customers are between you and the Customer, and you will be the seller of record. SG is not a party to any transactions although SG or its affiliates will provide the Booti-Q Services in connection with the transactions as expressly set forth in this Agreement. You acknowledge and agree that SG may contract with third party service providers to provide Booti-Q Services, management software and other services for the Booti-Q Program.

2. General Product Policy

- a) **Product Guidelines.** The Terms and Conditions describe obligations regarding Products you may and may not list on the Booti-Q Shop. All Products sold on Booti-Q Shop must comply with our Handmade Policy. If we request documentation of your handmade process, and all parties involved in making your handmade Products, you must respond promptly to our request. The Prohibited Products Policy attached as Exhibit E provides more detail regarding product requirements. You will not list, market, promote, offer for sale, or sell any Products through the Booti-Q Site in violation of this Agreement.

- b) Abiding by the Law. You represent and warrant that you will comply with all applicable “Laws” (meaning all applicable laws, regulations, legal requirements, and generally accepted industry standards and self-regulatory principles), including Laws related to marketing, packaging, product testing, labeling, pricing and packaging, in connection with this Agreement; your use of the Booti-Q Site, the Booti-Q Services, and the Booti-Q Tools;
- c) U.S. Sales Only. Sales made on the Booti-Q Site will be limited to the U.S. only. You may not offer to sell or sell Products on the Booti-Q Site to customers outside of the U.S., or ship any such Products outside of the U.S. without prior written approval from us. You represent and warrant that your principal place of business is in the United States and you will not conduct any operations relating to this Agreement from outside the United States.
- d) Legal Right to Sell. You may sell a Product through the Booti-Q Creator Program only if you have a legal right to sell that Product. You may not (and you represent and warrant that you will not) list any Product or Booti-Q Creator Product Content (as defined below) on the Booti-Q Site or through the Booti-Q Program that is illegal, fraudulent, or infringes any third-party “Intellectual Property Rights” (meaning any patent, copyright, trademark, service mark, trade dress (including any proprietary “look and feel”), trade name, logo, moral right, trade secret and any other intellectual property right), or that you otherwise do not have the right to sell. All information you provide about the Product will be accurate, current, and complete and not misleading, deceptive, or fraudulent in any way.
- e) Prohibited Listings. We, in our sole discretion, may prohibit you or ask you to refrain from listing any Products or providing any Booti-Q Creator Product Content. In addition, we may remove your listings in response to notices of alleged copyright infringement, trademark misappropriation, or other intellectual property claims or for any other reason, at our sole discretion.
- f) Other Booti-Q Site Requirements. You are also required to comply with each of the following requirements:
- You will provide only honest, accurate information to us, on the Booti-Q Site and in your store, for both Product listings and in all information about yourself.
 - You will not create duplicate stores or otherwise try to manipulate the Booti-Q Site, including attempts to influence the search function, or circumvent our policies.
 - You will not engage in activities with the intent of avoiding paying commission on your sales via Booti-Q, including but not limited to making offers to buy or sell outside of Booti-Q, providing links that can be used to buy outside of Booti-Q, changing a product’s price after the sale, or misrepresenting an item’s location.
 - You will not intentionally interfere with another Creator’s store in an attempt to drive business away from them. Examples of prohibited interference include but are not limited to: (A) contacting a Customer to discourage them from using another Creator or store, or buying a particular item; (B) posting in any public area regarding a dispute with another Creator; or (C) purchasing from another Creator solely to leave a negative review.

3. Product Content and Trademarks

You will provide certain product information and any related media, materials, links, images, and other content (together, the “Booti-Q Creator Product Content”) as required by us in connection with this Agreement. You represent and warrant that all Booti-Q Creator Product Content you provide is truthful and accurate and is in compliance with all Booti-Q Creator Policies.

You retain sole ownership rights to everything you post on the Booti-Q Site. When you post any photos or videos of a listing on your store, we need your consent given below to display those to Customers. We may need to resize or enhance them. We may also want to feature your items and images, or your store name and images to help promote your store and the Booti-Q Site. To allow us to do that, you hereby grant us and our affiliates, and our service providers and marketing partners, a non-exclusive, sublicensable, worldwide right and license (a) to publish, reproduce, display, distribute, transmit and otherwise use your store name, trademarks, service marks, and logos (“Booti-Q Creators Marks”), and (b) to publish and perform, reproduce, distribute, transmit, display, edit, modify, store, create or prepare derivative works of, and otherwise use, commercially or otherwise, all Booti-Q Creator Product Content you post, in each case in connection with the Booti-Q Program Platform (including without limitation advertising, marketing and promoting the Products, other products, or the Booti-Q Program through the Booti-Q Site, third party websites, e-mail, social media or any other medium). We and our affiliates may permit Customers, other users of the Booti-Q Site, and other third parties to share and

post Booti-Q Creator Product Content on their websites, applications, and social media outlets. You agree you will not have any claims against us regarding rights of publicity, reputation, attribution or integrity for using your Booti-Q Creator Marks or the content described above. You also recognize our legitimate interest in using it, in accordance with the scope of this license. We do not claim any ownership rights to anything you post on the Booti-Q Site other than the license you have granted to us.

If you provide us any ideas regarding improvements to our products or services, or regarding the features or functionality of the Booti-Q Site, those ideas will be owned by us to be used as we see fit. We will not be obligated to compensate you for any feedback, suggestions, or ideas.

4. Required Product Information

In order to list a product for sale on the Booti-Q Site, you must provide all requested Booti-Q Creator Product Content. A list of the data elements required for each Product can be found in Exhibit A. If the Product fits into a category that is subject to specific product guidelines, you may be required to provide additional Booti-Q Creator Product Content for those types of products.

5. Fees; Affiliate Commission; Payment

You are responsible for all of your expenses in connection with this Agreement. To use Booti-Q, you must provide us with valid bank account information for a bank account acceptable to us. You will update the information you provide to use as necessary to ensure that it at all times remains accurate, complete, and valid. You authorize us (and will provide us documentation evidencing your authorization upon our request) to verify your information.

- a) **Commission Fees.** We will earn a commission fee equal to 10% percent of the product price charged to the customer on each order, plus \$0.30 for each order placed (the "Commission Fee").
- b) **Remittance and Payment.** We will collect payment from Customers for the sale of your Products on Booti-Q. From such payments, we will deduct applicable taxes, which will be collected and paid to taxing authorities as set forth on Exhibit G hereto. We will remit payment to you of the remaining amount, less the Commission Fee, in accordance with the terms of this agreement.
- c) **Payment Accrual.** All payments payable to you under the terms of this agreement shall accrue to your Creator Earnings Balance. The amount of your balance shall be remitted to your bank account via, at our discretion, an Automated Clearing House system, or via check, on the 1st and the 15th of each calendar month.
- d) **Earnings Balance Deductions.** We may remove accrued payments from your Earnings Balance, that have been refunded to the customer as set forth in this agreement.
- e) **Delays and limits.** If we conclude that your actions and/or performance in connection with this Agreement may result in customer disputes, chargebacks or other claims, then we may, in our sole discretion, delay initiating any remittances and withhold any payments to be made or that are otherwise due to you under this Agreement for so long as we determine such risks continue. As a security measure, we may, but are not required to, impose transaction limits on you or some or all customers relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time.
- f) In the event you owe us any amount, we may reduce your earnings balance until such amount is collected in full. If the full amount is not available in your balance, we may then send you an invoice for such amount, and if that amount is not paid within thirty (30) days we may take all appropriate legal action, including without limitation sending the amount to collections. You will be responsible for any costs we may incur as part of the collections process. The failure to timely pay us amounts due may result in us suspending or terminating your account, in our sole discretion.

6. Purchase/Order Processing, Fulfillment, and Shipping

- a) **Order Process.** Customers will place orders (the "Orders") using our checkout system and we will collect all proceeds from such transactions on your behalf. You hereby authorize us as your authorized agent to accept payment from Customers for remittance to you for the Products, and as such when a Customer pays us, it shall be construed as if the Customer will be paying you. You represent and warrant that you have not been prohibited from submitting transactions at the direction of any credit card company or any

regulatory agency. We will electronically transmit to you the Order information that we determine is necessary to fulfill each Order, which may include personal information about the Customer (the "Transaction Information"). We will send an automated email message to each Customer confirming receipt of an Order.

- b) Order Fulfillment. Once we have transmitted an Order for a finished good to you, you will, at your own expense, be solely responsible for, and bear all liability for, the fulfillment of the Order, including without limitation, packaging and shipping Products. You will process the order and ship it to the buyer directly in accordance with applicable Law (including, without limitation, the Federal Trade Commission ("FTC") "Mail or Telephone Order Merchandise Rule"), as well as in compliance with all applicable terms and conditions pursuant to the carrier's terms of service and all agreements between you and the carrier. You will include information requested by us, including the Order number, in any cancellation notice sent to us.
- c) Shipping Options. You are responsible for properly specifying shipping options for all finished goods Products through the Booti-Q Tool or Services as requested by us. You will not enable shipping in the Booti-Q Tool for any Product in any region where the sale of such product violates any Booti-Q Creator Policy or applicable Law.
- d) Shipping Process. You will be responsible for shipping all Products purchased by Customers in accordance with the shorter of the time frame advertised or the combination of any lead and processing times specified to Customers in the listing for such Products, through the Booti-Q Tool. You will be responsible for all shipping charges and for any costs or charges related to shipping and shipping-related problems, including without limitation, damaged or lost Products, late shipments or misdelivery. All shipments are subject to the carrier's terms of service and all agreements between you and the carrier. If you are unable to complete an order, you must notify the Customer and cancel the order in the Booti-Q Shop Management Tool. You will be solely liable for all costs related to any duplicate or inaccurate shipments based upon your retransmission of Order files through any Booti-Q Tool. Each package will include a packing slip which contains (i) Booti-Q Order number, (ii) date of Order, (iii) date of shipment, and (iv) basic item detail included in the Order.
- e) Shipping Status Discrepancies. During the Term, we will provide you with access, via the Booti-Q Tools, to the status of Orders placed pursuant to this Agreement. You will monitor this status and communicate to us any discrepancies between the status in the Booti-Q Tool, and the actual fulfillment status of any Orders within a commercially reasonable time period. You are solely responsible for monitoring order status pursuant to this Agreement. If we do not receive either (i) notice of a discrepancy, or (ii) a shipment confirmation notice from you within a reasonable period of time following placement of the Order, the Order may be automatically canceled by us and you will be solely liable and responsible for all Product costs and shipping costs associated with such canceled Order and you forfeit any claims for any payments of Commission Fee otherwise payable under this Agreement related to such canceled Orders.
- f) Risk of Fraud or Loss. Please note that, though we will bear the risk of credit card fraud occurring in connection with an Order, you will bear all other risk of fraud or loss, including without limitation, related to damaged Products or missed shipments, and all costs related thereto. For all credit card chargebacks for which you bear the risk, we will offset such chargeback amounts against amounts otherwise owed you or send you an invoice and you will pay such invoice within 30 days of receipt. However, notwithstanding the foregoing, we will not bear the risk of credit card fraud in connection with any Product that is not shipped by you to the shipping address specified in the Transaction Information provided by us, and you will be responsible for all costs related to such credit card fraud under these circumstances.

7. Cancellations, Returns, Refunds, and Recalls

- a) Cancellations. You are responsible for halting product shipment on any orders canceled prior to shipping. Booti-Q will not be held responsible for the cost of products shipped after notice of cancellation has been transmitted to the Creator.
- b) Returns. Your return policies for Products sold through Booti-Q will be no less favorable to Customers than your most favorable policies offered on your website, or existing third party marketplace seller sites generally by your business.
- c) Refunds to Customers
 - Source of refund. All refunds are to be processed and issued via Booti-Q. Direct refunds by

Creators to Customers are not allowed.

- No Refund Products. For any produce you declare to be non-refundable (e.g. individually designed products, personalized products, or other unique one-of-a-kind items), you must clearly state in the product description that, once purchased, the product is non-refundable. Acceptable statements include, in all capitalized letters, NO REFUNDS, SOLD AS-IS, ALL SALES FINAL.
- d) Recalls. We will have no responsibility or liability for any recalls of Products, or items incorporated into Products, sold through the Booti-Q Site. You are solely responsible for any non-conformity or defect in, or any public or private recall of your Products. You will notify us of all Product recalls within 24 hours of becoming aware of the recall and will promptly provide us with all information that we reasonably request regarding the recall. You may also initiate a voluntary recall of your own products. Once SG is notified of a recall, we will halt the sale of any of your affected products, and affix the recall information to the product description, leaving the product visible on Booti-Q, but unavailable for purchase. The product will remain visible but unavailable for purchase for a period of 90 days, or until the recall has been fully completed, or until the termination of this agreement between you and us, whichever comes first. We will send a full refund to any customer having purchased a recall-affected product, upon their request, with such refund deducted from your Earning Balance as provided for in this agreement. If we become aware of a recall applicable to any of your Products, we may (but will not be obligated to) notify you of such recall.

8. Customer Service

- a) Obligations. It is our intention to handle the majority of customer service issues without requiring you assistance. We will attempt to resolve all customer service issues in concert with the customer so that you do not have to. This may not be possible in some situations. Should we require your assistance, or should the customer contact you directly, you are to coordinate your customer service efforts with ours so that the customer receives uniformly accurate information. In performing such customer service, you will always represent yourself as a party separate from us or our affiliates. At a minimum, you will do the following:
- You will respond to all Customer Service Inquires from us, regarding your Booti-Q listings, in a timely manner, but in no event longer than 48 hours.
 - You will honor any and all commitments made in your store policies.
 - You will not disparage us or our affiliates or our or their Products or services when performing customer service obligations or any other obligation under this Agreement.
 - If you monitor or record customer service calls, you must give notice of such monitoring or recording to all Customers during each such call prior to providing any customer service.
 - If you are unable to fulfill an order, you will promptly notify the Customer of the cancellation and meet the requirements of this Agreement with regard to cancellations.
- b) Adjustments. We reserve the right to provide a customer service adjustment (not to exceed the total amount paid by such Customer in connection with the Products to a Customer that we reasonably determine has not been dealt with correctly, and offset such amounts against amounts otherwise owed you or by billing you for such amounts.

9. Ownership and Use Rights

- a) Ownership of Booti-Q. SG, its affiliates, and their service providers and licensors retain all right, title and interest (including all Intellectual Property Rights) in and to (i) Booti-Q, the Booti-Q Site, the Booti-Q Tools, and the Booti-Q Services, (ii) all data received from you in connection with the foregoing, and (iii) any of their confidential or proprietary information. Except for a limited right for you to access the Booti-Q Site and Booti-Q Tools made available to you in accordance with and subject to all the terms and conditions of this Agreement, SG, its affiliates, and their service providers and licensors, as applicable, retain all rights in the foregoing and grant no other rights or licenses (whether by implication, estoppel, or otherwise) under any of their Intellectual Property Rights under or in connection with this Agreement.
- b) Ownership of Transaction Information. We own (and you hereby assign to us) all Transaction Information and all other information relating to Orders or Products, including but not limited to information that is entered into a Booti-Q Tool, information that is created as a result of a transaction, and ratings and reviews provided by Customers. All such information is subject to the Booti-Q Privacy

Policy.

- c) Use of Transaction Information. You may only use Transaction Information to further a transaction related to this Agreement, in accordance with the terms of the Agreement, the Booti-Q Privacy Policy and any other applicable Privacy Policies (including the Privacy Policy on your website). You are responsible for protecting Transaction Information as required by the same. You will not disclose or convey any Transaction Information to any third party (except as necessary for you to perform your obligations under the Agreement). You will be responsible for any violations of privacy related to Transaction Information caused by your failure to comply with this Agreement, or with the Data Protection Laws. You shall not "sell" or "share" Transaction Information, as defined under the Data Protection Laws, or use Transaction Information outside of the direct business relationship between us and you. For the purposes of this Agreement "Data Protection Laws" means any applicable laws, rules, or regulations relating to data security, data protection, and/or privacy, including any other similar, equivalent, successor, supplemental, or replacement laws or regulations, as amended from time to time.

10. Termination or Suspension; Survival

We may immediately terminate or suspend your participation in Booti-Q, your access to Booti-Q Services or the Booti-Q Tools, or remove your listings at any time if you violate the terms of this Agreement, or otherwise in our sole discretion. We may limit access to your store or its listings or take action that may impact your sales and proceeds, if we determine it is necessary for safety, or for Booti-Q Site maintenance, improvements, or security. We will notify you of these issues when necessary, to the extent allowed by law. Each term of this Agreement that should reasonably be expected to survive termination shall survive the expiration or termination of this Agreement for any reason. Termination of your store, by you or by us, will not eliminate your obligation to pay us any outstanding amounts due.

11. General Release, Arbitration and Indemnification

- a) General Release. SG and its affiliates and shipping carriers are not parties to any transactions through the Booti-Q Program between you and any Customers or the manufacturers or distributors of the Products. You hereby release (and agree to release) SG and its affiliates and shipping carriers (and their respective employees, shareholders, directors, agents and representatives) from any all claims, costs, losses, damages (including any indirect, special incidental, or consequential damages), judgments, fines, penalties, interest, costs, and expenses (including reasonable attorneys' fees and costs of any investigation, defense, and settlement) arising out of any Claims involving you and any third party or governmental entity or agency.
- b) Section 1542. You agree that the release set forth in this Agreement may apply to unknown and unanticipated claims, damages, and expenses, and you waive any rights that you might have under Section 1542 of the California Civil Code or any other similar enactment of any jurisdiction. California Civil Code Section 1542 states: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.
- c) Arbitration. Please read this "Arbitration Section" carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of through court trials and class actions. Arbitration is more informal, less burdensome to the parties, and less expensive than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of this Agreement. No amendment to this Arbitration Section will apply to a dispute of which we had actual notice on the date of such amendment. Any termination of this Arbitration Section will not be effective (i) until 10 days after reasonable notice of termination is given to you; or (ii) as to disputes which arose prior to the date of termination.
 - **BINDING ARBITRATION REQUIRED.** This provision is intended to be interpreted broadly to encompass all disputes or claims you may have with us, including those arising out of or relating to this Agreement, your participation in the Booti-Q Program, or any other aspect of your relationship or interactions with us. Any dispute or claim arising out of or relating to this Agreement, your participation in the Booti-Q Program, or your relationship with us or any subsidiary, parent or affiliate company or companies (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration, except

- that either of us may take claims to small claims court if they qualify for hearing by such a court.
- The arbitration of any dispute or claim shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"), including the AAA's Consumer Arbitration Rules (as applicable), as modified by these Terms and Conditions. The AAA Rules and information about arbitration and fees are available online at www.adr.org. Each party is initially responsible for its own arbitration fees, but the arbitrator may award you your fees if you are successful on your claim. You and we agree that this Agreement, including this Arbitration Section, will be governed by Missouri state law. Any arbitration will be held in a reasonably convenient location in the state of Missouri, or in the state in which you reside, or at another mutually agreed location. The arbitration will be conducted in the English language. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce this Agreement as a court would. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. Regardless of what the applicable AAA Rules provide, you and we agree that discovery in any arbitration will be limited to no more than three (3) depositions and five (5) requests for documents or interrogatories. The arbitrator may direct additional discovery only upon a clear and convincing showing of compelling need. You and we agree that the arbitrator(s) should decide the matter without a testimonial hearing if the material facts are undisputed. Either party may appeal an arbitration award to any court of proper jurisdiction only if the amount, or value of injunctive relief, in dispute exceeds \$25,000. Appeals may result in reversal or modification of an award based on errors of law or factual findings that lack substantial evidentiary basis.
 - CLASS ACTION WAIVER. You and we each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If a court or arbitrator determines in an action between you and us that this class action waiver is unenforceable, this Arbitration Section will be void as to you.
 - JURY TRIAL WAIVER. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.
- d) Indemnity. You will defend (at SG's or the applicable shipping carrier's option), indemnify and hold SG and the applicable shipping carrier and each of their affiliates (and all of their respective employees, shareholders, directors, agents and representatives) harmless from and against any and all claims, costs, losses, damages (including any indirect, special incidental, or consequential damages), judgments, fines, penalties, interest, costs, and expenses (including reasonable attorneys' fees and costs of any investigation, defense, and settlement) that arise out of or relate to: (i) any breach (or alleged acts or omissions that if true would be a breach) of any of your representations, warranties, or obligations set forth in this Agreement; or (ii) the Booti-Q Site or other sales channels, the Products, any Booti-Q Creator Product Content, the advertisement, offer, sale or return of any Products, any actual or alleged infringement of any Intellectual Property Rights by you, the Products, or any Booti-Q Creator Product Content, or any taxes owed by you, or the collection, payment or failure to collect or pay such taxes. You will provide all cooperation, documentation, and information reasonably requested by us or the applicable shipping carrier in connection with any Claim. We or the shipping carrier will have the right to control all defense and settlement of Claims.
- e) Claims. "Claim" means any action, allegation, claim, demand, lawsuit, legal proceeding, administrative or other proceedings or litigation, inquiry, audit, or investigation.

12. Limitation of Liability

- a) No Consequential Damages. IN NO EVENT SHALL SG OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS OR LOSS OF DATA, (B) EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR THE LIKE, OR (C) FOR COST OF COVER, RECOVERY OR RECOUPMENT OF ANY INVESTMENT, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR

WHETHER SG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- b) Monetary Cap. IN NO EVENT SHALL SG OR ITS AFFILIATES' AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS, COSTS, LOSSES, DAMAGES (INCLUDING ANY INDIRECT, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES), JUDGMENTS, FINES, PENALTIES, PENALTIES, INTEREST, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF ANY INVESTIGATION, DEFENSE, AND SETTLEMENT) FOR ANY REASON WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, EXCEED THE TOTAL COMMISSION FEES PAID BY YOU TO SG PURSUANT TO THIS AGREEMENT DURING THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES.
- c) Survival of Limitations. THE LIMITATIONS SPECIFIED IN THIS SECTION 13 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13. No Warranties

THE BOOTI-Q PROGRAM, THE BOOTI-Q SITE, THE BOOTI-Q SERVICES, AND THE BOOTI-Q TOOLS ARE PROVIDED ON AN "AS IS" BASIS. NEITHER SG NOR ITS AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (a) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; (b) THAT THE BOOTI-Q PROGRAM, THE BOOTI-Q SITES, THE BOOTI-Q SERVICES, OR THE BOOTI-Q TOOLS WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR; AND (c) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SG AND ITS AFFILIATES DISCLAIM ANY AND ALL SUCH WARRANTIES.

14. Miscellaneous

- a) Integrated Agreement. This Agreement, as well as any additional policies which are later added, which are incorporated by reference into this Agreement, constitutes the complete integrated agreement between the Parties concerning the subject matter of this Agreement. All prior and contemporaneous agreements, understandings, negotiations or representations, whether oral or in writing, relating to the subject matter of this Agreement are superseded in their entirety by this Agreement. To the extent you are already a party to an agreement with us regarding your participation as a Booti-Q Creator in the Booti-Q Program, the terms and conditions of that agreement are hereby terminated and replaced in their entirety with the terms and conditions of this Agreement but you will continue to comply with all your surviving obligations under that agreement.
- b) Responsibility for Affiliates and Agents. You will be responsible for any actions taken by your affiliates, agents, or other third parties on your behalf in connection with this Agreement.
- c) Independent Contractors. You and SG are acting hereunder as independent contractors. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.
- d) Governing Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Missouri without regard to its principles of conflicts of law. For any dispute not subject to arbitration or which cannot be heard in small claims court, you agree to exclusive jurisdiction of the federal and state courts located in Saint Louis City, Missouri, and waive any jurisdictional, venue or inconvenient forum objections to such courts.
- e) Assignment. You may not assign this Agreement or any of your rights or obligations hereunder without SG's prior written consent. We can assign our rights in this Agreement to any affiliate or successor in interest without your consent.
- f) Ongoing Warranties. Except as otherwise expressly provided herein, the representations and warranties made in this Agreement are continuous in nature and will be deemed to have been given by the Booti-Q Creator at the execution of this Agreement and each stage of performance of this Agreement.
- g) Publicity. You will not use Booti-Q in any way that would be misleading, defamatory, unlawful or otherwise objectionable. If we notify you that of your uses of Booti-Q are objectionable to us, you will promptly cease such use. You acknowledge that Booti-Q is owned by SG or its affiliates, and your use in accordance with these terms give you no claim to ownership of any of Booti-Q.

- h) Confidentiality. You may have entered a separate confidentiality agreement with SG or its affiliates. This Agreement does not limit your obligations under that agreement. In addition, you will treat as confidential, and may not disclose to any third party, any information or communication from, on behalf of, or with us regarding your compliance with this Agreement.
- i) Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions.
- j) Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

Signature Page Follows

CONTRACT SIGNATURE PAGE

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

For Shameless Grounds, LLC dba Booti-Q

By: _____ (printed name)

Title: _____ Date: _____

Signature: _____

Booti-Q Creator

SOLE PROPRIETOR

Printed Name: _____

dba Name: _____

Signature: _____

Date: _____

BUSINESS ENTITY

For Entity Name: _____

By: _____ (printed name)

Title: _____ Date: _____

Signature: _____