



PLEASER USA, INC.
THE LEADER IN SEXY & ALTERNATIVE FOOTWEAR™

Image Release/License Agreement Terms and Conditions

Last Updated: December 1st, 2013

Thank you for your expressed interest in using/licensing Pleaser USA's copyrighted product and lifestyle images (the "Images"). PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THE IMAGES. Your usage of the Images is conditioned on your acceptance without modification of the terms and conditions contained herein (collectively, "Terms") as well as the Guidelines for using Pleaser USA Trademarks and Copyrights (the "Guidelines"), which is incorporated herein by reference and made a part of this Agreement.

By using the Images, you agree to the Terms and Guidelines. If you do not agree to the Terms and Guidelines, do not use the Images.

Pleaser USA grants its customers a limited license to use the Images subject to the Terms and Guidelines as well as all applicable laws, rules and regulations, including but not limited to laws regarding trademarks and copyrights.

- 1. The Images and Intellectual Property.** Any and all product and lifestyle images featured on our Website, Disc, product catalogs, advertising/promotional fliers and posters, or provided through FTP are defined as the "Images" and are copyrighted by Pleaser USA. All trademarks, service marks, and trade names (collectively the "Marks") that may or may not accompany the Images are trademarks or registered trademarks of and are proprietary to Pleaser USA.
- 2. License.** Pleaser USA shall have the right, in Pleaser USA's sole reasonable discretion, to grant or deny Use/License of the Images. The Images are limited for use by the party agreeing to the Terms and Guidelines. Your license to use the Images is non-transferable, meaning that you are not permitted to sell, rent, give, sublicense, or otherwise transfer the Images to any other party. You agree to refer any third party image requests directly to Pleaser USA for approval. The Images are approved on a case-by-case basis and Pleaser USA's decisions are final in this matter.
- 3. Acceptable Use of the Images.** You agree to comply, at your own expense, with all the laws, ordinances, rules and regulations, and other requirements of all governmental authorities and agencies having jurisdiction over you relating to the use of the Images. The Images must be used solely for the promotion or sale of authentic Pleaser USA merchandise obtained directly from Pleaser USA or its authorized wholesalers and/or distributors. You agree that Pleaser

USA will be credited (via company name or logo) in an adjacent area to all your utilized Images, whether they are displayed in print, on the Internet, or any other public medium.

- 4. Unacceptable Use of the Images.** The Images must not be used in an unlawful manner, including use, which defames another person or public entity, or in any obscene manner that tarnishes the reputation and integrity of Pleaser USA, its various trademarks or its products. As such, the Images should not be suggestively affiliated with adult novelty items or sexual items. If deemed necessary, Pleaser USA may contact you to inquire specifics about the use of requested Images, and ask that you provide a draft of the Images in place (layout).
- 5. Alterations to the Images.** The Images may be scaled in size for its intended purpose, on the condition that no portion of the visual is eliminated or cropped off. The Images should never be distorted, blurred, altered or modified, whether intentionally or otherwise, or displayed in poor quality or resolution.
- 6. Maintaining Competitive Retail Prices.** To preserve our reputation as the premier brand for sexy and alternative shoes and to support our reseller's efforts in delivering an extraordinary customer experience, Pleaser USA has unilaterally adopted a MINIMUM ADVERTISED PRICE POLICY ("MAP Policy"). It is a violation of this MAP Policy if a reseller who sells our products within the United States intentionally advertises any MAP Product below its MAP Price (see Pleaser USA MAP Policy for details). Pleaser USA reserves the right, in its sole discretion, to withdraw from any reseller who violates this MAP Policy the release/license permission of the Images. It is recommended that products sold in the United States that are not covered under our MAP policy (e.g. Funtasma products) maintain a Manufacturer Suggested Retail Price (MSRP). For customers who sell our products outside of the United States, it is strongly suggested to follow our international MSRP for all of our products. For Internet sales, the retail price should not be falsely reduced and subsidized through shipping and handling charges and/or any special promotional offers.
- 7. Selling Online.** The Images can be used on the customer's E-commerce Websites and other marketplaces such as Amazon and eBay. However, under no circumstances shall customers use the Images in connection with a bidding offer in which a "starting price" is advertised.
- 8. Right to Remove Images.** Pleaser USA reserves the right to request eBay or other online marketplaces to remove the Images from a Seller's listing should the Seller be found to have violated this Agreement or our MAP Policy.
- 9. Content and Accuracy of Information.** While Pleaser USA takes reasonable steps to ensure that the information relating to the Images is accurate and complete, it makes no representations or warranties as to the completeness or accuracy of the Information. Pleaser USA hereby disclaims any and all liability for any omissions or errors in or to the Information or the content of the Images generally.
- 10. Updates and Revisions.** From time to time, Pleaser USA may change these Terms and Guidelines. When we do, the "Last Updated" line above will be revised. You are responsible for regularly reviewing these Terms and Guidelines. Your continued use of the Images following the posting of changes to the Terms and Guidelines indicates your acceptance of

those changes. Unless we provide you with specific notice, no changes to the Terms and Guidelines will apply retroactively.

- 11. Indemnity.** You agree to indemnify, defend and hold Pleaser USA, its shareholders, officers, directors, subsidiaries, employees and agents, and successors and assigns of each of the foregoing, free and harmless from and against all demands, claims, action, causes of action, lawsuits, judgments, costs, expenses and other liabilities of every nature, including attorneys' fees, arising from your use of the Images or from your advertisement or sale of Pleaser USA products.
- 12. Captions.** Captions are for convenience only and shall not be considered interpreting any of the provisions hereof.
- 13. Injunctive Relief.** You acknowledge that the breach of the Terms and/or the failure to abide by the Guidelines will cause Pleaser USA immediate and irreparable injury, which cannot be properly remedied by monetary damages or in an action of law. Accordingly, Pleaser USA reserves the right to seek and obtain injunctive relief against any such breach in addition to all other relief to which Pleaser USA may be entitled.
- 14. Termination.** Pleaser reserves the right to immediately withdraw from you the release/license permission of the Images and terminate this Agreement at any time and for any reason. Upon receipt of our written notice that any aspect of your use of the Images is violating the Terms and Guidelines, you must immediately cease that use and correct or destroy any materials reflecting that use at your own cost. By requesting that you cease or modify your use of the Images, Pleaser USA does not waive any remedies that might otherwise be available to it as a result of such use.
- 15. Applicable Law.** This Agreement shall be governed by and interpreted under the laws of the United States of America and the State of California without regard to the conflicts of laws provisions. Any action related to this Agreement must be brought in the County of Orange, State of California. The prevailing party in any action to enforce the Terms and Guidelines shall recover its attorney's fees and costs.

By being a Pleaser USA customer and/or a reseller of Pleaser USA products, you explicitly agree and accept to be bound by the Terms and Guidelines. Furthermore, you acknowledge that you are fully aware that **ANY UNAUTHORIZED USE OF THE "IMAGES" IS STRICTLY PROHIBITED** and will result in the immediate termination of the Image Release/License Agreement.