



Image Release/License Agreement Terms and Conditions

All product and lifestyle images featured on Pleaser USA's corporate Website, Disc, product catalogs, advertising/promotional fliers and posters, or provided through FTP (the "Images"), are copyrighted, and may not be replicated or otherwise used by you without thorough review and compliance of this Image Release/License Agreement. **ANY UNAUTHORIZED USE OF THE "IMAGES" IS STRICTLY PROHIBITED.**

By placing a first order with Pleaser USA, you are implicitly agreeing to comply with and be bound by the Terms and Conditions as they appear on this Agreement, as well as the Guidelines that have been made part of this Agreement, and that any violation or noncompliance of these Terms and Conditions and Guidelines may result in the immediate termination of this Agreement.

Pleaser USA grants its customers a limited license to use the Images subject to the above and the following Terms & Conditions of this Agreement as well as all applicable laws, rules and regulations, including but not limited to laws regarding trademarks and copyrights.

- 1. 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 affixing their signature below. 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.
- 2. 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.
- 3. 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).

- 4. 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.
- 5. Maintaining Competitive Retail Prices.** To preserve our reputation as the premier brand for sexy and alternative shoes and in exchange for permitting you to use the Images, we strongly suggest that a minimum retail price be maintained for all Pleaser USA products (excluding closeout items) that is at least 2 times that of the current listed Pleaser USA wholesale price for USA customers or 2.5 ~3 times for international customers. For Internet sales, the retail price should not be falsely reduced and made up for through shipping and handling charges and/or special promotional offers.
- 6. Selling Online.** The Images can only be used on the customer's E-commerce Web Sites (off-eBay web sites). Under no circumstances shall customers use the Images on online auction sites, including, but not limited to, "eBay.com" and any other eBay online stores. We reserve the right to ask eBay to remove all unauthorized listings using the Images or text in the eBay marketplace.
- 7. 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.
- 8. Guidelines for Using Pleaser USA Trademarks and Copyrights.** Guidelines for Using Pleaser USA Trademarks and Copyrights (the "Guidelines") attached to this Agreement are a part of this Agreement and you agree to be bound by the Guidelines.
- 9. Updates and Revisions.** Pleaser USA reserves the right to unilaterally change or amend the Terms and Conditions of this Agreement as well as the Guidelines at any time and for any reason without specific notice to you. The latest Agreement will be posted on the website, and it is strongly recommended that you review this Agreement prior to using Pleaser USA images.
- 10. 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.

- 11. Captions.** Captions are for convenience only and shall not be considered interpreting any of the provisions hereof.
- 12. Injunctive Relief.** You acknowledge that the breach of the Terms and Conditions of this Agreement 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.
- 13. 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 Conditions of this Agreement, 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.
- 14. 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 Conditions of this Agreement shall recover its attorney's fees and costs.