

# Monthly Subscription Agreement

PLEASE READ THESE TERMS AND CONDITIONS PRIOR TO ENTERING INTO A MONTHLY SUBSCRIPTION AGREEMENT. THESE TERMS AND CONDITIONS CONSTITUTE A BINDING AGREEMENT (“AGREEMENT” OR “MONTHLY SUBSCRIPTION AGREEMENT”) BETWEEN A MEMBER AND AARON AG . A MEMBER AGREES AND CONSENTS TO BE BOUND BY THESE TERMS OF SERVICE AND SHALL HAVE THE SAME LEGAL EFFECT AND IMPORT AS IF THE MEMBER HAD PERSONALLY SIGNED AN ORIGINAL WRITTEN VERSION OF THESE TERMS OF USE.

**“Monthly Subscription Service” or “Service”** shall mean and include all the text, materials, concepts, programs materials, photographic images, manuals, narratives, design, graphics, videos or any other content accessible and available exclusively to Members and containing Content and Member Content for which a Member pays Aaron Ag a Monthly Subscription Fee.

**“Monthly Subscription Fee”** is that amount due and payable to Aaron Ag by Members for access to the Monthly Subscription Service during the Term.

**“Members”** shall mean individuals who: a) are at least eighteen (18) years of age or older (b) have registered a unique user ID and password entitling them to access the Monthly Subscription Service; and c) has provided the Company with a Payment Source .

**“Term”** shall mean the Subscription Term and any Renewal Subscription Term.

**“Renewal Subscription Term”** shall mean each succeeding thirty days after the end of the Initial Subscription Term.

**“Effective Date”** shall mean the date upon which Aaron Ag notifies the Member that a) Aaron Ag has billed the Member’s Payment Source for the Monthly Subscription Fee and the Payment Source has accepted the Monthly Subscription Fee for payment, and b) Aaron Ag has authorized the Member to access the Monthly Subscription Service.

**“Payment Source”** shall mean a current, valid, accepted means for paying the Monthly Subscription Fee

**“Subscription Content”** shall mean that Content and Member Content accessible through and identified as such on the Website that is available solely exclusively to Members as a part of the Monthly Subscription Service.

**“Content”** shall mean any all text, music, information, materials, concepts, program materials, photographic images, manuals, narratives, design, graphics, videos or any other content offered by Aaron Ag on or in Website or Service (including any Blog) but excluding Member Content

**“Member Content”** is, other than Content, any and all text, information, materials, concepts, programs, program materials, marketing, business plans, projections, forecasts, estimates, budgets, photography images, manuals, narratives, design, graphics, or any other content posted, uploaded, transmitted to or shared on the Monthly Subscription Service section of Website by a Member and available exclusively to Members.

**“Privacy Policy”** shall mean the Company’s privacy policy adopted and displayed by the Company on its Website.

## GENERAL RIGHTS, RESPONSIBILITIES AND LIMATIATIONS

### Limited License; Member’s Representations and Warranties

1) Subject to a Member’s continuing compliance with the Terms and Conditions listed herein and the Terms of Use set forth on the Website (including the timely payment of the Monthly Subscription Fee during each and every Initial Subscription Term and any Renewal Subscription Term) and Member’s compliance with the Representations and Warranties further contained herein during the Term) Aaron Ag grants the Member a non-exclusive, revocable, non-transferable, non-assignable, personal, right to access and view (but not download) the Monthly Subscription Service during the Term for private, personal, non-commercial, non-public display, subject to such further limitations, conditions and restrictions as may be imposed by Aaron Ag from time to time. Member acknowledges that its access rights do not include any ownership rights to any Subscription Content or any right to redistribute or relicense or sublicense its rights to access Subscription Content to any other party and agrees to not grant access to Subscription Content to any third party by providing access to a Member’s user ID or password information to any such third party. Member will use all reasonable efforts to provide Aaron Ag with written notice within seven (7) days in the event that its user ID and password information is compromised. Member acknowledges that the rights granted herein specifically do not include the right to publicly or privately display or use or grant access to the Monthly Subscription Service or any Subscription Content to other users or multi-users.

- 2) Members represent and warrant that during the Term each will: a) not archive, download, reproduce, copy, distribute, modify, transfer display, perform, publish, license, create derivative works from, offer for sale, use any content contained on the Website, the Service or any Subscription Content or undertake any efforts to do any of the foregoing; b) not undertake efforts to circumvent any of the content protections utilized in the delivery of any Website content, the Service or any Subscription Content; c) install any and all hardware, equipment, software and network connections necessary to access the Service or any Subscription Content; d) will comply with all applicable laws and regulations
- 3) Aaron Ag reserves the right to terminate or restrict any Member's access without compensation if such Member is suspected to be in violation of the foregoing subparagraphs.
- 4) Member acknowledge that Aaron Ag has adopted Terms of Use governing use of the Website and that such Terms of Use as adopted or modified from time to time are incorporated herein by reference.
- 5) Members acknowledge that Aaron Ag has adopted a Privacy Policy governing use of the Website

#### **Monthly Subscription Fee; Recurring Billing**

- 1) Each Member must provide Aaron Ag with a Payment Source during the Term. Each Member authorizes Aaron Ag to bill the Payment for the Monthly Subscription Fee, unless or until Aaron Ag receives a cancellation notice (per the instructions on the Website for cancellation) to automatically continue billing the Payment Source for the Monthly Subscription Fee then in effect on a recurring monthly basis in advance for Member's continued access to the Service and any Subscription Content during each and every Renewal Subscription Term ("Recurring Billing"). A Member's failure to maintain a current, valid acceptable Payment Source or the Payment's Source's refusal to accept the charge shall entitle Aaron Ag to terminate or otherwise restrict a Member's access to the Service or any Subscription Content.
- 2) A Member reserves the right to terminate its account at any time (per the instructions on the Website for cancellation) provided however, that any Monthly Subscription Fee previously paid will not be refunded. In the event of such termination, a Member will continue to have access to the Service for the balance of the then remaining Term.
- 3) Aaron Ag reserves the right to increase the Monthly Subscription Fee in any manner, at any time or from time to time, as it may in its sole discretion. Unless otherwise provided for in these Terms and Conditions, any price changes during any Renewal Period will take effect only after email notice to a Member and only become effective commencing at the start of the next succeeding Renewal Subscription Term.

#### **MEMBER CONTENT SUBMISSIONS; AT-RISK DISCLAIMER OF LIABILITY; MEMBER WARRANTIES AND REPRESENTATIONS; PROHIBITED CONDUCT; OWNERSHIP RIGHTS**

Subject to compliance with these Terms of Use and the consent in each case, Members may post, upload, transmit or otherwise submit Member Content to Aaron Ag for public display, critiquing and commentary by Aaron Ag and other Members. Each Member hereby grants Aaron Ag a royalty-free, non-exclusive, worldwide license to display its Member Content on the Website for viewing by other Members as part of Aaron Ag's Monthly Subscription Service. Aaron Ag acknowledges that, subject to the foregoing license grant to the Aaron Ag, Member shall retain any underlying ownership rights to the photographic or video images contained in any such Member Content.

Members understand that: a) the posting of such Member Content could subject the Member Content submitted to any range of praise or criticism, whether complimentary, neutral, or harshly critical; b) posting of Member Content is not subject to any confidentiality or non-disclosure obligation on the part of the Company or any Member nor is any Member Content deemed to be Personal Information under the Company's Online Privacy Policy; c) Aaron Ag shall have no liability for any similarities between future products, services, offerings or other content developed by Aaron Ag or by another Member; d) Aaron Ag has no liability as a result of opinions expressed during any critique of a Member Content submission, whether by Aaron Ag or any individual Member(s); e) Member opinions are solely the opinions of the Member and not necessarily those of Aaron Ag. Additionally, should a Member submit Member Content containing marketing, promotional, budget or business plans, Member understands and acknowledges that: a) Aaron Ag's comments are strictly opinions and no Member should make decisions on the basis of those opinions without independent investigation; and b) the Aaron Ag's comments are general in nature and are not aimed at any specific individual or geared toward his or her individual circumstances

Members warrant and represent that a) any and all text, information, materials, concepts, programs, program materials, photography images, manuals, narratives, design, graphics, or any other content posted, uploaded or transmitted to the Website or Service: 1) is the sole and exclusive, original property of the Member, is owned in its entirety by the Member exclusively and does not violate any other Member or third party's copyright, trademark, service mark, privacy right or otherwise infringe on any other party's ownership or privacy rights.

Members agree to abide by any and all rules and regulations that Aaron Ag may adopt from time to time respecting posting, uploading, transmitting or sharing of Member Content on the Website or Service viewable by Members.

Members submitting Member Content in the form of narrative or written material understand and agree to not submit any such Member Content that is a) offensive, vulgar, defamatory, libelous or slanderous, tortuous, or constitute an invasion of privacy; or b) harassing, racist, threatening, homophobic, hateful or obscene; c) sexually graphic or profane; or d) harmful or dangerous; or e) violent or graphic.

Members acknowledge and understand that Aaron Ag has no obligation to monitor Member Content posted on the Service section of the Website and disclaims any and all liability to any Member (including the Member submitting Content) or any other party, as a result of a Member's uploading, posting or transmitting Member Content to the Website or Service and the Company's embedding of the Member Content on the Website or Service.

Members may report to Aaron Ag any photographic or video imagery submitted Member Content as being either in violation of subparagraphs a), b) or c) of the above paragraphs (individually or collectively a "Violation"). In the event that the Aaron Ag determines in the exercise of its sole unfettered discretion that a Violation has occurred, Aaron Ag may: a) remove the objectionable Member Content from the Website; b) terminate the submitting Member's authorization to submit further Member Content in photographic or video image form or any narrative or written form; c) terminate the submitting Member's right to access the Monthly Subscription Service in its entirety; or d) all of the above.

Members acknowledge, represent and warrant that each will refrain from infringing on Aaron Ag's or any third party's intellectual property rights. Upon notification of potential infringement by any Member, we will investigate a claim of potential infringement and may, upon completion of that investigation, a) remove the objectionable Member Content from the Website; b) terminate the submitting Member's authorization to submit further Member Content in photographic or video image form or any narrative or written form; c) terminate the submitting Member's right to access the Monthly Subscription Service in its entirety; or d) all of the above.

As a Member, you agree not to use our Website or Service (including any Content contained therein), to: a) upload, post or otherwise transmit any Member Content that: 1) violates any local, state, federal or international laws, rules or regulations; 2) infringes upon any trademark, service mark, patent, copyright, trade secret or any other property right or breaches any confidentiality or non-disclosure agreement; 3) contains any private personally identifiable information about any party; 4) contains software viruses or other code files capable of limiting or impairing our ability to deliver the Website or the Service (including any Content contained therein); 5) contains photographic or video images, text, narrative, design or any other content to which a Member does not have full ownership rights or an enforceable non-exclusive, royalty-free, worldwide, license, sublicense, distribution or sub-distribution right to transmit or display such image content in a public, commercial setting in any medium without geographic or other limitation in perpetuity; 6) contains any advertising, promotional, misleading metadata, spam, robots, spiders, offline readers, junk mail, scams or solicitation content; 7) contain links to other websites.

**Notwithstanding anything contained herein to the contrary, Aaron Ag reserves the right, exercisable at any time in its absolute discretion for any reason not specifically referenced above, to decline to include any submitted Member Content for access and view by Members.**

### **THIRD PARTY LINKS, THIRD PARTY ADVERTISING LINKS AND SERVICES OR PRODUCTS OFFERED**

Aaron Ag's Website (and any Content contained therein) may contain links to other websites which are not operated by Aaron Ag and which may or may not offer goods or services for sale or lease ("Third Party Links"). In addition, Aaron Ag from time to time may include links to third party advertising, sponsorship or promotional materials on the Website (including any Content contained therein) ("Third Party Advertising Link Content" or "Third Party Advertiser Link"). Third Party Links or Advertisers are responsible for ensuring that material submitted for inclusion on our Website and Service (including any Content contained therein) is accurate and complies with applicable laws. Aaron Ag does not monitor the accuracy of the material provided or the products or services provided by Third Party Links or Advertisers.

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### **DISCLAIMER OF WARRANTIES**

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