

Graphite Squad Terms of Service

Effective Date: September 18, 2020.

Welcome to Graphite Squad! Graphite Squad is a platform provided and operated by LZM Studio, LLC dba Graphite Squad, a Texas limited liability company (“**Graphite Squad**,” “**we**,” “**us**,” and/or “**our**”), that provides drawing curriculum services through a website portal for your school district or select campuses, your administrators and/or your art educators (collectively, “**Educators**”) to allow your students and/or their parents or guardians (“**Students**”) the opportunity to participate in art and drawing lessons as part of an art class with a participating Educator. Before using Graphite Squad Services, please take some time to carefully read our Terms of Service below (“**Terms**,” or “**Agreement**”). These Terms constitute a binding contract between you and Graphite Squad, LLC.

1. Acceptance of Terms

By creating an account and using the website located at <https://graphitesquad.com/> (including all the areas available through such website, collectively, the “**Site**”) and/or using the various drawing curriculum services and/or art and drawing lessons (collectively, such services, including any new features and applications, together with the Site, the “**Services**”) offered by LZM Studio, LLC dba Graphite Squad, as either a participating Educator (“**Administrative User**”) or as an individual Student (“**Student User**”), you, the user (collectively “**Users**,” or “**you**”), acknowledge and agree to these legally binding Terms. You also agree to the Graphite Squad Privacy Policy (“**Privacy Policy**”) and all other operational rules, policies, and procedures that may be published on the Services by Graphite Squad, which are incorporated by reference.

You agree to use the Services only for lawful purposes, and that you are responsible for your use of the Services and communications with us, all of which must comply with these Terms. You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement and that you are able to abide by and comply with this Agreement.

2. Modification to this Agreement.

We may, at our sole discretion, change these Terms, including the Graphite Squad Privacy Policy, from time to time. If changes to the Terms occur, we will notify you by posting the updated terms on the Site, or by email to the email affiliated with your account. Updated versions of the Terms will never apply retroactively and the updated Terms will give the exact date they go into effect. It is your responsibility to check the Terms periodically for changes. Your continued use of the Services following the posting of any changes to the Terms means you accept those new terms.

We reserve the right to modify, suspend, or discontinue the Services (including, but not limited to, the availability of any feature, database, or Content), whether temporarily or permanently at any time for any reason. You agree that Graphite Squad shall not be liable to your or to any third party for any modification, suspension, or discontinuation of the Services. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

3. Graphite Squad Account Creation, Use, and Conduct

Graphite Squad Account Creation

In order to use certain aspects of the Services, both Educators and Students are required to have a Graphite Squad account (“**Account**,” as further defined below) and provide certain information about such Account holder as prompted by the account registration form.

Educators: To register an Account as an Administrative User, you must be a school district, an accredited or state-approved school (whether public, private, or quasi-public), a certified teacher in good standing with a recognized jurisdiction, or a homeschooling educator in order to subscribe to our Services.

Students: An Administrative User will provide the information for Student Accounts. Administrative Users represent and warrant that: (a) all required registration information submitted is truthful, accurate, current and complete and (b) the Administrative User will maintain the accuracy and completeness of such information.

We reserve the right to suspend or terminate your Account or your access to the Services if any information provided to us proves to be untrue, inaccurate, not current, or incomplete.

You are solely responsible for maintaining the confidentiality of your Account and password and for restricting access to your computer or device, and you agree to accept responsibility for all activities, charges (for Administrative Users only), and damages that occur under your Account. EACH INDIVIDUAL MUST MAINTAIN AN INDIVIDUAL ACCOUNT WITH A UNIQUE USERNAME AND PASSWORD.

It shall be a violation of these Terms to submit false information for registration or account maintenance, or to allow any other person to use your Account to participate in or otherwise use the Services.

If you discover any unauthorized use of your Account, or other known Account-related security breach, you must report it to us immediately. You agree that you are responsible for anything that happens through your Account until you close your Account or prove that your Account security was compromised due to no fault of your own. We cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

Use of the Account; Reservation of Rights

As a condition of use, you promise not to use the Services for any purpose that is prohibited by the Terms or law. The Services are provided only for your own personal, non-commercial use. You are responsible for all of your activity in connection with the Services.

We reserve the right to modify, suspend or discontinue all or any aspect of the Services with or without notice to you.

You understand and agree that you will not use the Services to engage in the prohibited conduct below:

1. You shall not use the Services for any illegal or fraudulent purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy, and import or export control;
2. You shall not use the Services for purposes of competitive analysis, the development of a competing product or service, or any other purpose that is to Graphite Squad’s commercial disadvantage;

3. You shall not submit information or documentation to the Site that pertains or belongs to any other party;
4. You shall not submit documentation that has been altered or modified in any way;
5. You shall not post, store, send, transmit, or disseminate any information or material which infringes any patents, trademarks, trade secrets, copyrights, or any other proprietary or intellectual property rights;
6. You shall not attempt to use any method to gain unauthorized access to any features of the Services;
7. You shall not directly or indirectly decipher, decompile, remove, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services, security-related features of the Services, features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on use of the Services, except to the extent applicable laws specifically prohibit such restriction;
8. You shall not directly or indirectly modify, translate, or otherwise create derivative works of any part of the Services;
9. You shall not directly or indirectly license, copy, sell, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder or commercially exploit the Services, in whole or in part;
10. You shall not directly or indirectly take any action that constitutes unsolicited or unauthorized advertising or promotional material or any junk mail, spam, or chain letters; contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password, or other information of Graphite Squad or any third party; or that impersonates any person or entity, including any employee or representative of Graphite Squad;
11. You shall not directly or indirectly take any action that imposes or may impose (as determined by Graphite Squad in its sole discretion) an unreasonable or disproportionately large load on Graphite Squad's or its third-party providers' infrastructure; interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; run Maillist, Listserv, or any form of auto-responder or "spam" on the Service; or use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site;
12. You shall not sell or otherwise transfer your profile; and
13. You are prohibited from posting content that: is direct or specific threat of violence to others; is in furtherance of illegal activities; is harassing, hateful, libelous, defamatory, abusive, vulgar, obscene, or constitutes spam; is pornographic, predatory, sexually graphic, racist, offensive, harmful to a minor, or would otherwise violate the rights of any third party or give rise to civil or criminal liability; or is in violation of any applicable school rules, regulations, or policies, which such Educator shall provide to Students.

If for any reason, we determine that you have failed to follow these rules, we reserve the right to prohibit any and all current or future use of the Services by you. If we have reason to suspect, or

learn that anyone is violating these Terms, we may investigate and/or take legal action as necessary including bringing a lawsuit for damages caused by the violation. We reserve the right to investigate and take appropriate legal action, including without limitation, cooperating with and assisting law enforcement or government agencies in any resulting investigations of illegal conduct.

4. Availability of the Services

You acknowledge that there may be interruptions in service or events that are beyond our control. While we use reasonable efforts to keep the Services accessible, the Services may be unavailable from time to time for any reason including, without limitation, system down time for routine maintenance. You further understand that there may be interruptions in service or events on third-party sites that may affect your use of the Services and that are beyond our control to prevent or correct. Accordingly, we cannot accept any responsibility for any connectivity issues that you may experience when using the Site or for any delays or loss of material, data, transactions or other information caused by system outages, whether planned or unplanned. You hereby agree that we cannot be held liable to you or any third party should we exercise our right to modify, suspend or discontinue the Services.

5. Content and Other Users

After you create an Account, you will be able to post or upload certain User Content (as further defined below) to the Site. You agree to abide by all applicable local, state, national, and foreign laws, treaties, and regulations in connection with your use of the Services and its Content. We are not responsible for any information you submit via the Services.

Each User is solely responsible for any and all of its User Content. You acknowledge and agree that we are not responsible for any User Content, whether provided by you or others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Site Users are solely between you and such users. You agree that Graphite Squad will not be responsible for any loss or damage incurred as the result of any such interactions.

6. Payments (for Administrative Users only)

Payment

Creating an Account is free for Student Users. However, Administrative Users will be charged a fee in advance to use the Services and make the Services available to Student Users. Administrative Users will have an opportunity to review and accept the fees that you will be charged.

To pay for such services, you must provide us with the information necessary to process such order including, but not limited to, your billing address and payment method. You agree to pay us the charges incurred in accordance with these Terms. Graphite Squad reserves the right to restrict access to your Account or terminate your agreement for nonpayment if such nonpayment is not corrected within seven (7) days. If you dispute any charges, you must inform us in writing within seven (7) days of being billed by us. If our fees ever change, the changes to fees are effective after we provide you with notice by posting the changes on the Services or by email.

Third-Party Payment Processor

We use third-party electronic payment processors ("**Payment Processors**") to process payments for services or products. The information that we provide to and receive from these Payment Processors and the manner in which such information is used and disclosed is described in further detail in the Graphite Squad Privacy Policy. You irrevocably authorize us, as necessary, to instruct such Payment Processors to handle payments and you irrevocably agree that we may give such instructions on your behalf in accordance with your requests as submitted through the Services.

You agree to be bound by the terms and conditions of each applicable Payment Processor, and in the event of a conflict between these Terms and the Payment Processors' terms and conditions, then these Terms shall prevail. You further agree that we are not liable for any loss caused by any unauthorized use of your credit card or other method of payment by a third party, except as a result of our gross negligence.

7. Term and Termination of Usage

Term

The initial term of this Agreement commences as of the moment you create an Account if you are a Student, or the effective date of any order form or Licensing Agreement and, unless terminated earlier pursuant to any of this Agreement's express provisions, will continue in effect until the date set forth in such order form or Licensing Agreement (the "**Term**").

Termination of Usage

You may cancel your Account at any time by sending us an email at contact@graphitesquad.com. For Administrative Users, we shall refund a pro-rata portion of the fees paid.

Termination by Graphite Squad

We may suspend or cancel your Account without notice to you if you violate this Agreement, or for any reason at all. If your Account is cancelled, we reserve the right to remove your account information along with any account settings from our servers with NO liability or notice to you. Once your account information and account settings are removed, you will not be able to recover this data and you will lose access to all of your content.

Effects of Termination

Upon termination or expiration of this Agreement, except as expressly provided otherwise in this Agreement:

1. All rights, licenses, consents and authorizations granted by either party to the other under this Agreement will immediately terminate;
2. We shall immediately cease use of any User Content or Student information and promptly return to you, or at your written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on User Content or Student information;
3. You shall immediately cease all use of the Services and promptly return to us, or at our written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Graphite Squad confidential information;
4. We may disable your Account and all User access associated with your Account to the Services.

All provisions of these Terms that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability. You acknowledge and understand that our rights regarding any content you submitted to the Site before your Account was terminated shall survive termination. For the avoidance of doubt, we may retain User Content or Student information in our backups, archives and disaster recovery systems until such User Content is deleted in the ordinary course of business.

8. Advertisements and Third-Party Sites

The Services do not contain third party advertisements and/or sponsorships.

The Services may contain links to other websites or resources on the internet. Links on the Services to third party websites, if any, are provided only as a convenience to you and such links are not under the control of Graphite Squad. If you use these links, you will leave the Services. The inclusion or integration of third-party services or links does not imply control of, endorsement by, or affiliation with Graphite Squad. Your dealings with third parties are solely between you and such third parties. You agree that we will not be responsible or liable for any content, goods or services provided on or through these outside websites or for your use or inability to use such websites. You will use these links at your own risk.

9. Graphite Squad Intellectual Property and User Content

Intellectual Property

Through the Services, we may make accessible various content, including, but not limited to, videos, photographs, images, artwork, graphics, audio clips, comments, data, text, software, scripts, campaigns, other material and information, and associated trademarks and copyrightable works (collectively, "**Content**").

Our Content

Our Content is protected in many ways, including copyrights, trademarks, service marks, and other rights and laws. You agree to respect all legal notices, information, and restrictions contained in any content accessed through the Services. You also agree not to change, translate, or otherwise create derivative works based off our Content. All other Content viewed through the Services is the property of its respective owner. You have a limited, revocable, non-exclusive, non-transferrable license to use the Services and our Content solely for legally permitted activities related to our Services as outlined in these Terms.

User Content

Users of the Services may have the ability to submit or upload certain Content in the required format in order to use, or continue using, the Services ("**User Content**"). Such User Content may include pictures of artwork that Students may submit for assignment completion purposes.

We, including our affiliates, may ask you for your voluntary Feedback (as further defined below) on your experience with the Services. We shall become the owner of any User reviews, comments, suggestions or other feedback regarding the Services submitted through the Services or on Graphite Squad's social media pages, if applicable (collectively, "**Feedback**") and we may share with any of our affiliates. Without limitation, we will have exclusive ownership of all present and future existing rights to the Feedback of every kind and nature everywhere and will be entitled to use the Feedback for any commercial or other purpose whatsoever, including to advertise and promote Graphite Squad, without compensation to you or any other person sending the Feedback. You specifically waive any "moral rights" in and to the Feedback. You agree that any Feedback you submit to Graphite Squad will not contain any information or ideas that you consider to be confidential or proprietary.

To the extent that you decide to submit or post any content through the Services or on Graphite Squad's social media pages, you agree that your User Content will not contain third-party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant us all of the license rights granted herein. You acknowledge that you are responsible for whatever material you submit, and you, not Graphite Squad, have full responsibility for the User Content, including its legality, reliability, appropriateness, originality, and copyright. We may refuse to accept or transmit User Content. Additionally, we shall have the right to delete, edit, modify, reformat, excerpt, or translate any of your User Content solely for the purpose of providing

Services to you. You acknowledge and agree that we are **not** a data repository for any of your information or documentation and you are solely responsible for keeping and maintaining your information or documentation in your personal records.

Enforcement; Validation of Content

We, including our affiliates, reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate any provision of these Terms or otherwise create liability for us or any other person. Such action may include removing your User Content, terminating your Account in accordance with this Agreement, and/or reporting you to law enforcement authorities.

10. Copyright and Trademark Notices

Copyright Policy

We comply with the Digital Millennium Copyright Act (DMCA). We will remove infringing materials in accordance with the DMCA if properly notified that Content infringes copyright. If you believe that your work has been copied in a way that constitutes copyright infringement, please notify us by email at contact@graphitesquad.com. Please do not send notices or inquiries about anything other than alleged copyright infringement or other intellectual property claims to us for Notice under this section. Your email must contain the following information (please confirm these requirements with your legal counsel, or see the U.S. Copyright Act, 17 U.S.C. §512(c)(3), for more information):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services, sufficient for us to locate the material; your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you fail to comply with these notice requirements, your notification may not be valid. Under the Copyright Act, any person who knowingly materially misrepresents that material is infringing or was removed or disabled by mistake or misidentification may be subject to liability.

In accordance with the Digital Millennium Copyright Act, we have adopted a policy of, in appropriate circumstances, terminating Accounts that are repeat infringers of the intellectual property rights of others. We may also terminate Accounts even based on a single infringement.

Counter-Notice

If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a written counter-notice containing the following information to contact@graphitesquad.com: (1) Your physical or electronic signature; (2) Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (3) A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and (4) Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in

Travis County, Texas, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by contact@graphitesquad.com, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

11.Warranty and Disclaimer

THE SERVICES AND ALL INFORMATION CONTAINED HEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

GRAPHITE SQUAD AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND THE MATERIALS HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, SECURITY, ACCURACY, AVAILABILITY, USE REASONABLE CARE AND SKILL, AND NON-INFRINGEMENT, AS WELL AS WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, AND COURSE OF PERFORMANCE. GRAPHITE SQUAD MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR FREE OF VIRUSES OR BUGS, AND (III) ANY ERRORS IN OR ON THE SERVICES WILL BE CORRECTED. ANY MATERIAL, CONTENT, OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED AND/OR USED THROUGH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, CONTENT OR INFORMATION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GRAPHITE SQUAD ON OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS. YOU AGREE THAT USE OF THE SERVICES IS AT YOUR OWN RISK. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. IN SOME JURISDICTIONS, DISCLAIMERS OF IMPLIED WARRANTIES ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU AS THEY RELATE TO IMPLIED WARRANTIES.

12.Limitation of Liability

FULLY TO THE EXTENT PERMITTED BY LAW, YOU HEREBY RELEASE GRAPHITE SQUAD, TOGETHER WITH ITS DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, PARTNERS, SUPPLIERS, OR CONTENT PROVIDERS, FROM ALL LIABILITY ASSOCIATED WITH YOUR USE OF THE SERVICES. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN NO EVENT SHALL GRAPHITE SQUAD, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, PARTNERS, SUPPLIERS, OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER,

SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) TWO HUNDRED U.S. DOLLARS (\$200.00) OR, FOR ADMINISTRATIVE USERS, THE AMOUNT OF FEES PAID AND OWED BY YOU UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN THESE JURISDICTIONS, GRAPHITE SQUAD'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

13. Indemnification

You agree to indemnify, defend and hold harmless Graphite Squad against all claims, demands, causes of action, losses, expenses, damages and costs (including any reasonable attorneys' fees), resulting or arising from or relating to your use of the Services, any activity related to your Account, any User Content that you submit to or transmit through the Services, your breach of these Terms, your infringement or violation of any rights of another, or your failure to comply with applicable law. We reserve the right to assume, at our sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with us in the defense of any such claim, action, settlement or compromise negotiations, as requested by us.

14. Dispute Resolution, Arbitration, and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

Initial Dispute Resolution

For any problem or dispute that you may have with us, you acknowledge and agree that you will first give Graphite Squad an opportunity to resolve your problem or dispute. In order to initiate this dispute resolution process, you must first send us a written description of your problem or dispute within thirty (30) days of the occurrence of the event giving rise to the dispute by sending an email to contact@graphitesquad.com. You then agree to negotiate with us in good faith about the dispute for at least sixty (60) days after our receipt of your written description of it.

Binding Arbitration

If the parties do not reach an agreed upon solution within a period of 30 days from the time informal dispute resolution under the Initial Dispute Resolution provision, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms (including their formation, performance and breach), the parties' relationship with each other and/or your use of the Service shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the American Arbitration Association (the "AAA"), excluding any rules or procedures governing or permitting class actions. The Commercial Arbitration Rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at +1.800.778.7879.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitration rules

also permit you to recover attorney's fees in certain cases. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Location

The arbitration will take place in Austin, Texas.

Class Action Waiver

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION SECTION MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception - Litigation of Intellectual Property and Small Claims Court Claims

Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("**intellectual property rights**" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

30-Day Right to Opt-Out

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to contact@graphitesquad.com. The notice must be sent within 30 days of your first use of the Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, we also will not be bound by them.

Changes to this Section

We will provide 30-days' notice of any changes to this section. Changes will become effective on the 30th day, and will apply prospectively only to any claims arising after the 30th day.

For any dispute not subject to arbitration you and Graphite Squad agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Travis County, Texas. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

The Terms and the relationship between you and Graphite Squad shall be governed by the laws of the State of Texas without regard to conflict of law provisions.

15.Assignment

The Terms are personal to you, and are not assignable, transferable, or sublicensable by you except with our prior written consent. Any assignment in violation of this section shall be null and void. Graphite Squad may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

16.No Third-Party Beneficiaries

You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms.

17.Notice Policy and Your Consent

Under these Terms you are contracting with LZM Studio, LLC dba Graphite Squad, a Texas limited liability company. All notices should be addressed to Graphite Squad at the address in the Contact section below.

For the avoidance of doubt, we are entering into this Agreement as principal and not as agent for any other company. Subject to any permitted assignment, the obligations owed by us under this Agreement shall be owed to you solely by us and the obligations owed by you under this Agreement shall be owed solely to us.

You acknowledge and agree that we may give you notice by means of a general notice on the Services, electronic mail to your email address in your account, text message, or by written communication sent by first class mail or pre-paid post to your address in your account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or text). You may give notice to us, with such notice deemed given when received by us, at any time by first class mail or pre-paid post to the address set forth in the Contact section or at such other address as we may advise from time to time, pursuant to this provision.

18.Governing Law

These Terms (and any further rules, policies, or guidelines incorporated by reference) shall be governed by and construed in accordance with the laws of the State of Texas and the United States, without giving effect to any principles of conflicts of law, and without application of the Uniform Computer Information Transaction Act or the United Nations Convention of Controls for International Sale of Goods.

You agree that Graphite Squad and its Services are deemed passive and do not give rise to personal jurisdiction over Graphite Squad or its parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders, either specific or general, in any jurisdiction other than the State of Texas. You agree that any action at law or in equity arising out of or relating to these Terms, or your use or non-use of the Services, shall be filed only in the state or federal courts located in Travis County in the State of Texas and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. You irrevocably waive any right you may have to trial by jury in any dispute, action, or proceeding.

19.Integration and Severability

These Terms and other referenced material constitute the entire agreement between you and us with respect to the Services, and supersede all prior or contemporaneous agreements, representations, warranties, and understandings (whether oral, written or electronic) between you and us with respect to the Services and govern the future relationship. If a court in any final, unappealable proceeding holds any provision of these Terms or its application to any person or circumstance invalid, illegal or unenforceable, the remainder of these Terms shall not be affected and shall be valid, legal, and enforceable to the fullest extent permitted by law.

20.No Waiver

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

21.Contact

If you have any questions regarding these Terms or if you wish to file a Copyright Notice, please contact us at contact@graphitesquad.com or by mail at:

LZM Studio, LLC dba Graphite Squad
3575 Far West Blvd. #27392
Austin TX 78731.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THE PRIVACY POLICY, AND AGREE THAT MY USE OF THE SERVICES IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.