

**BOOSTER SHOT MEDIA eCOMMERCE SITE  
LICENSE AGREEMENT AND TERMS AND CONDITIONS OF USE**

Thank you for choosing one of our Iggy and the Inhalers products! Below is an agreement between Booster Shot Media (“**BSM**”, “**we**”, “**us**”, “**our**”) and you (each a “**Party**” and, collectively, the “**Parties**”). By purchasing, accessing, embedding, and/or downloading one of our Iggy and the Inhalers products, you are entering into a binding contract with BSM regarding your access to and use of the products you have selected.

Your agreement with us includes this **License Agreement and Terms and Conditions of Use** (the “**Terms**”) as well as our **Privacy Policy** (<https://iggyandtheinhalers.com/pages/privacy>) (together, the Terms and Privacy Policy are collectively referred to as the “**Agreements**”).

Please read these Terms and the Privacy Policy carefully. We offer several different types of Iggy and the Inhalers products, and each type of product may be used by you according to terms and conditions specific to that type of product. These Terms explain the differences between types of products and the different terms that apply to your use of each.

**Paragraph 1. Definitions.**

- A. “**BSM Products**” means Licensed Content and physical goods made available through BSM’s eCommerce Site.
- B. “**BSM’s Brand Features**” means any and all trademarks, service marks, trade names, logos, domain names, and any other features of the BSM brand, all of which are the sole property of BSM.
- C. “**BSM Media Player**” means the software (i.e., a media or video player) that BSM designates for streaming Embedded Videos, and it may change from time to time at the sole discretion of BSM, which is a decision that may be made either with or without advance notice to you, and is the only media or video player you may use for streaming Embedded Videos.
- D. “**Copyright Act**” means the United States Copyright Act of 1976, codified at 17 U.S.C. § 101, et. seq.
- E. “**Downloaded Video**” means the specific digital files that BSM permits you to download, store, and play using your own hardware and software, as designated as a “Downloadable Video” on the eCommerce Site.
- F. “**eCommerce Site**” means the platform through which BSM makes available BSM Products, at the URL <http://www.iggyandtheinhalers.com/>.
- G. “**Embedded Video**” means the audio/visual and motion picture works that BSM makes available, via its eCommerce Site, for Internet streaming using the BSM Media Player, permitting you to incorporate the Media Player and the Embedded Video(s) on a website owned by and/or controlled by you, as designated as an “Embeddable Video” on the eCommerce Site.
- H. “**Handouts**” means documents in the Portable Document File (.pdf) format or in a similar or compatible format, designated by BSM as “Downloadable Handouts” on the eCommerce Site.
- I. “**Licensed Content**” includes Downloaded Video, Embedded Video, and Handouts.
- J. “**Server**”, for the purposes of these Terms, means one single networked device, in a form now known or hereafter devised, that stores data and provides software and hardware resources to

permit a limited and authorized set of multiple users to access shared data and stream data (including digital audio and video files) on an internal, networked platform owned by or controlled by you, and that restricts access by unauthorized users and the general public.

- K. **“Video Display Platform”**, for the purposes of this Agreement, means one or more video display screens and/or audio speakers, entirely owned and controlled by you, that are connected to one Server owned or controlled by you.

## **Paragraph 2. Licenses Granted, Terms of Licenses.**

BSM grants specific Licenses for specific products offered through its eCommerce Site. Each License has different terms and conditions that apply.

The two products covered by Licenses are Embedded Videos and Handouts.

Depending on the product or products you have selected, certain terms and conditions will apply to and limit your use of that product or those products.

Please read carefully below to determine the rights and limitations that apply to each product. If you have questions, please contact BSM through the website.

### **A. License for Embedded Videos.**

- i. Upon your accessing a link to an Embedded Video, BSM grants you a limited, perpetual, non-exclusive, non-transferable, non-sublicensable license to publicly perform the Embedded Video on a website owned by or controlled by you.
- ii. You promise that you will not download, copy, or otherwise reproduce an Embedded Video.
- iii. You promise that you will only use the BSM Media Player authorized by BSM to perform the Embedded Video.
- iv. You promise that you will not obscure, block, crop, delete, alter, or otherwise interfere with any part or portion of the Embedded Video in any way, including obscuring, blocking, cropping, deleting, altering, or removing any BSM Brand Features that appear in the Embedded Video or on the BSM Media Player.
- v. You are not permitted to distribute, sell, gift, or otherwise commercially exploit any copy of the Embedded Video, other than embedding the BSM Media Player and streaming the Embedded Video on a website owned by or controlled by you.
- vi. You are not allowed to make any derivative works of the Embedded Video, as that term is understood in the Copyright Act.

### **B. License for Handouts.**

- i. Upon your purchase of a Handout, BSM grants you a limited, perpetual, non-exclusive, non-transferable, non-sublicensable license to make up to 1,000 printed copies and 2 digital copies of each Handout. The digital copies shall be for archival or backup purposes only. BSM also grants you a limited, perpetual, non-exclusive, non-transferable, non-sublicensable license to publicly display the Handouts.

- ii. Other than as described above, you are not allowed to make any other copies or reproductions of the Handouts.
- iii. You are not permitted to distribute any unauthorized copies of the Handouts.
- iv. You promise that you will not obscure, block, crop, delete, alter, or otherwise interfere with any part or portion of the Handouts in any way, including obscuring, blocking, cropping, deleting, altering, or removing any BSM Brand Features that appear on the Handouts. You promise that authorized copies you make of the Handouts will exactly reproduce the Handout including the BSM Brand Features.
- v. This license does not entitle you to make any derivative works of the Handouts.

**Paragraph 3. Sole Author and Owner of the Licensed Content.** For any and all purposes, including interpretations of the Copyright Act, BSM is the sole author and the sole owner of all Licensed Content and other works licensed under this Agreement, as those terms are understood within the framework of the Copyright Act.

**Paragraph 4. Representations and Warranties.**

- A. BSM represents and warrants that it is the sole author and sole owner of all Licensed Content.
- B. BSM provides all BSM Products through the eCommerce Site on an as-is basis and specifically makes no warranties or representations regarding the accuracy, fitness, usability, or merchantability for any BSM Products made available through the eCommerce Site.

**Paragraph 5. Indemnification.** You agree to indemnify and hold BSM harmless against any losses or damages arising out of any of your own use of any Licensed Content, including, but not limited to, any losses or damages resulting from misuse of or other confusion regarding the Licensed Content.

**Paragraph 6. Dispute Resolution.**

- A. You agree that any dispute, claim, or controversy that arises in connection with the Agreements, as well as any non-contractual disputes or claims arising out of or in connection with the Agreements, will be resolved in the courts of the Superior Court of California, County of Los Angeles or in the Federal District Court for the Central District of California.
- B. You agree to waive any objections regarding the forum or venue of any lawsuit regarding a dispute arising out of or pertaining to the Agreements that is filed and brought in the Superior Court of California, County of Los Angeles or the Federal District Courts of the Central District of California.

**Paragraph 7. Changes to the Agreements.**

- A. BSM may, in its discretion, occasionally make changes to the Agreements, which may include additions or deletions of language or alterations to existing language.
- B. When BSM makes material changes to the Agreements, BSM will provide you with prominent notice as appropriate under the circumstances, e.g., by sending you an email. In some cases, BSM will notify you in advance.

- C. Your continued use of the Licensed Content after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read carefully any such notice of a change to the Agreements.
- D. If you do not wish to continue using the Licensed Content under the new version of the Agreements, you may terminate the Agreements by contacting BSM through the website or by writing a letter to the address provided below in Paragraph 9.G.

**Paragraph 8. Limitation.**

- A. YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE LICENSED CONTENT IS A REFUND PROVIDED BY BSM FOR THE AMOUNT OF THE ORIGINAL TRANSACTION PRICE.
- B. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BSM, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (ii) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), IN ALL CASES ARISING OUT OF THE USE OR INABILITY TO USE THE LICENSED CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER BSM HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (iii) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE LICENSED CONTENT MORE THAN THE TRANSACTION AMOUNTS PAID BY YOU, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW.
- C. Nothing in the Agreements removes or limits BSM's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by applicable law, gross negligence.

**Paragraph 9. Miscellaneous.**

- A. **Full and Complete Understanding of the Agreement.** The Parties agree, warrant and represent that (a) they have carefully read the contents of the Agreements, and agree to its terms; (b) they enter into the Agreements with full knowledge of any rights which they may have; and (c) they freely have signed the Agreements without reliance upon any agreement, promise, statement or representation by or on behalf of the Parties or their respective attorneys of record, except as set forth in the Agreements.
- B. **Governing Law.** The Agreements, and any and all Disputes thereto, are and will be governed by and construed in accordance with the laws of the State of California, without regard to the principals of conflicts of laws.
- C. **Entire Agreement.** The Agreements constitute the entire agreement of the Parties concerning the Parties' rights and responsibilities with regard to the licenses granted by BSM to you for use of the Licensed Content. No prior written or oral negotiations, agreements, or representations are of any further force or effect.
- D. **Severability.** The Parties hereto recognize that if, after the date of execution of this Agreement, any provision of the Agreements is held to be illegal, invalid, or unenforceable, such provision shall be fully severable. BSM may replace such provision with substitute language at its discretion pursuant to the policies set forth in Paragraph 7.

- E. Waiver.** Any failure by BSM or any third party beneficiary to enforce the Agreements or any provision thereof shall not waive BSM's or the applicable third party beneficiary's right to do so.
- F. Assignment.** BSM may assign the Agreements or any part of them, and BSM may delegate any of its obligations under the Agreements. You may not assign the Agreements or any part of them, nor transfer or sublicense your rights thereunder, to any third party.
- G. Execution of the Agreements; Counterparts.** BSM, below, fully executes the Agreements through its electronic signature provided. When you click "**Agree**" to the Agreements, you execute the Agreements and state your agreement to and acceptance of the Agreements. These Agreements may be executed by the Parties in counterparts.
- H. Notices.**
  - i. To BSM:**  
Booster Shot Media  
Customer Service Department  
PO BOX 7452  
Santa Monica, CA 90406

**Agreed to and executed by: Booster Shot Media on September 12, 2016**