

ARTIST SUBSCRIBER AGREEMENT

This Artist Subscriber Agreement constitutes a legally binding agreement made between you, the “Artist Subscriber”, whether personally or on behalf of an entity (“you”, “your”, or “Artist Subscriber”) and Golden Dragonfly Enterprises, LLC, an Oregon limited liability company, dba Golden Dragonfly Academy for Art (“Company”, “we”, “us”, “our” or “GD”), concerning your access to and use of, the goldendragonflyacademy.com website. Golden Dragonfly Academy for Art is registered in Oregon, United States, and has its registered office at 2820 Maesner St, Eugene, OR 97404, USA, Eugene, OR 97404.

1. REGISTRATION AS A SUBSCRIBER; YOUR ACCOUNT

- 1.1. **Subscription; Content and Services:** As a Subscriber you may obtain access to the goldendragonflyacademy.com website as well as media channels, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site Software”). The Site software and any other software, content, and updates you download or access via the Site Software are referred to in this Agreement as "Content and Services;" the rights to access and/or use any Content and Services accessible through the Site Software are referred to in this Agreement as "Subscriptions." The Subscription allows you access to the following (1) artist profile, (2) secure login with username and password, (3) account to create and market workshops (“Artist Workshop”), and (4) a support area called the “Green Room” specifically created for the Artist Subscribers with access to resources on conducting workshops.
- 1.2. **Artist Subscriber Account:** When you complete GD’s registration process, you create a GD account ("Account"). Your Account may also include billing information you provide to us for the purchase of the subscription, Content and Services through the Site Software. You may not reveal, share or otherwise allow others to use your password or account except as otherwise specifically authorized by GD. You are responsible for the confidentiality of your login and password and for the security of your computer system. We are not responsible for the use of your password and account or for all of the communication and activity on the site software that results from use of your login name and password by you, or by any person to whom you may have intentionally or by negligence disclosed your login and/or password in violation of this confidentiality provision. Unless it results from GD’s negligence or fault, GD is not responsible for the use of your Account by a person who fraudulently used your login and password without your permission. Your Account, including any information pertaining to it (e.g.: contact information, billing information, Account history and Subscriptions, etc.), is strictly personal. You may therefore not sell or charge others for the right to use your Account, or otherwise transfer your Account, nor may you sell, charge others for the right to use, or transfer any subscriptions.

2. BILLING AND PAYMENT PROCESSING

- 2.1. **Payment Processing:** Payment processing related to Content and Services and subscription is performed by Stripe online payment processing, (“Stripe”).
- 2.2. **Payment Authorization:** When you provide payment information to GD or to Stripe online payment processing, you represent to GD that you are the authorized user of the card, PIN, key or account associated with that payment, and you authorize Company to

charge your credit card or to process your payment with the chosen third-party payment processor for your subscription and workshop.

2.3. **Subscription Fee:** You hereby authorize the Company to charge your credit card in the amount of Fifty-Nine (\$59.00) dollars (“Subscription fee”) starting on the Effective Date and on a yearly basis thereafter during the Term. Your account may be deactivated without notice to you if payment is due, regardless of dollar amount.

2.4. **Workshop Fee:** For every workshop the Artist Subscriber conducts, Company will receive Eight and a half (8.5%) percent per customer registration (“Workshop fee”). The Workshop fee will automatically be deducted from your Stripe account once a customer has registered for the workshop.

3. LICENSES

3.1. **General Content and Services License:** GD hereby grants, and you accept, a non-exclusive license and right, to use the Content and Services for your personal, non-commercial and commercial use. This license ends upon termination of (a) this Agreement or (b) termination of Artist Subscriber account. The Content and Services are licensed, not sold. Your license confers no title or ownership in the Content and Services. To make use of the Content and Services, you must have a GD Account and you may be required to conduct at least one (1) workshop in a calendar year. For reasons that include, without limitation, system security, stability, and multi user capability, we may need to automatically update, pre-load, create new versions of or otherwise enhance the Content and Services and accordingly, the system requirements to use the Content and Services may change over time. You consent to such automatic updating. You understand that this Agreement (including Terms of Service) does not entitle you to future updates, new versions or other enhancements of the Content and Services associated with your Subscription, although GD may choose to provide such updates, etc. in its sole discretion.

3.2. **Intellectual Property License:** For so long as this Agreement remains effective, the Artist Subscriber shall have a non-transferable, non-exclusive license to use all trademark(s), tradename(s), copyrights, software programs, works of authorship, service mark(s) and other intellectual property rights (collectively, “GD’s works”) solely in connection with the subscription services in accordance with this agreement. Once this Agreement is expired or Artist Subscription is terminated this license is also terminated.

4. OWNERSHIP OF CONTENT AND SERVICES & GD’S WORKS

All title, ownership rights and intellectual property rights in and to the Content and Services, GD’s Works, and any and all copies thereof, are owned by GD and/or its or its affiliates’ licensors. All rights are reserved, except as expressly stated herein. GD solely owns and controls all intellectual property rights in and to all materials provided by Company hereunder, and all other aspects of the Service. You shall take such actions as Company may reasonably request to protect Company’s ownership rights. You shall not, and shall not permit or cause any other party to use any materials provided hereunder (except the material specifically provided by you), for any use or purpose not expressly permitted by this Subscriber Agreement.

5. RESTRICTIONS ON USE OF CONTENT AND SERVICES & ONLINE CONDUCT

- 5.1. You may not use the Content and Services for any purpose other than the permitted access to your Subscription. You may not, in whole or in part, copy, photocopy, reproduce, publish, distribute, translate, reverse engineer, derive source code from, modify, disassemble, decompile, create derivative works based on, or remove any proprietary notices or labels from the Content and Services or any software. You are entitled to use the Content and Services for your own personal use, but you are not entitled to sell, grant a security interest in or transfer reproductions of the Content and Services to other parties in any way, nor to rent, lease or license the Content and Services to others.
- 5.2. You must demonstrate respect for other subscribers and customers. You will not upload, post or submit anything that is illegal, obscene, pornographic or contains profanity or veiled profanity or that may be hateful or offensive on racial, ethnic, sexual, stereotypical or any other grounds; is harmful, vulgar or distasteful; or is defamatory, libelous, or invades another person's privacy or proprietary rights. You will not upload, post, submit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information) or that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person.

6. USER GENERATED CONTENT

Company provides interfaces and tools for you to be able to make it available to other users. "User Generated Content" means any content you make available to other users through the Site Software. When you upload your content to the Site Software to make it available to other subscribers and/or to GD you grant Company and its affiliates the worldwide, non-exclusive right to use, reproduce, modify, create derivative works from, distribute, transmit, transcode, translate, broadcast, and otherwise communicate, and publicly display and publicly perform, your User Generated Content, and derivative works of your User Generated Content, for the purpose of the operation, distribution, incorporation as part of and promotion of the Site Software service. This license is granted to Company as the content is uploaded on the Site for the entire duration of the intellectual property rights. If you provide Company with any feedback or suggestions about the Site Software, the Content and Services, Company is free to use the feedback or suggestions however it chooses, without any obligation to account to you.

7. THIRD PARTY SITES

Company may provide links to other third-party sites. Some of these sites may charge separate fees, which are not included in and are in addition to any Subscription or other fees that you may pay to Company. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility. Company makes no representations or warranties, either express or implied, regarding any third party site.

8. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that (i) it has full power and authority to enter into this Artist Subscriber Agreement and to grant the rights granted by this Artist Subscriber Agreement and to carry out its obligations hereunder, that no consent of any other person or entity is required to grant such rights or carry out such obligations, and that the entering into and performance of this Artist Subscriber Agreement will not violate any other agreements to which it is a party; (ii) the materials and the Service provided hereunder, when used specifically as described herein, do not and will not infringe or misappropriate any copyright, trademark,

patent, publicity right, trade secrets or any other rights of any third persons; and (iii) it is the owner of or otherwise has the right to use and distribute all materials and the Service provided hereunder; and the User Generated Content, your submission of that Content, and your granting of rights in that Content does not violate any applicable contract, law or regulation. You further warrant and represent that the Artist workshop is prepared, created, and presented solely by the Artist subscriber. For the avoidance of doubt, Company has no control or affiliation with the Artist workshop.

9. DISCLAIMERS; LIMITATION OF LIABILITY; LIMITED WARRANTY & AGREEMENT

9.1. YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE SERVICES AND THE CONTENT, TOOLS, RESOURCES AVAILABLE THROUGH THE SITE SOFTWARE IS ON AN "AS-IS", "AS AVAILABLE" BASIS. WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (A) ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (C) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF A SERVICE, (D) WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, TIMELINESS OR COMPLETENESS OF DATA MADE AVAILABLE ON THE SERVICES OR OTHERWISE BY US, INCLUDING ANY ADVICE, OPINION, STATEMENT, OR OTHER MATERIAL OR DATABASE DISPLAYED, UPLOADED OR DISTRIBUTED IN THE SERVICES OR AVAILABLE THROUGH THE SITE SOFTWARE, AND WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY US OR ANY THIRD PARTY. FURTHER, THERE IS NO WARRANTY THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED (A) THAT THE INFORMATION PROVIDED THROUGH THE SERVICES WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION, OR FROM TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, (B) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION (C) THAT DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED, OR (D) THAT THE CONTENT ON THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY INFORMATION ON THE SERVICES IS SUBJECT TO CHANGE WITHOUT NOTICE, AND WE DISCLAIM ALL RESPONSIBILITY FOR THE SERVICES. WE RESERVE THE RIGHT TO CORRECT ANY ERRORS OR OMISSIONS IN THE SERVICES.

9.2. COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, ADVERTISERS, SUPPLIERS, CONTENT PROVIDERS AND LICENSORS ("THE GD PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER

PERSON AS A RESULT OF YOUR ACCESS OR USE OF THE SERVICES OR SUCH CONTENT, TOOLS, OR RESOURCES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE GD PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE GD PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

9.3. NEITHER GOLDEN DRAGONFLY ENTERPRISES, LLC, DBA GOLDEN DRAGONFLY ACADEMY FOR THE ARTS, ITS LICENSORS, NOR THEIR AFFILIATES, SHALL BE LIABLE IN ANY WAY FOR LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE ARTIST WORKSHOP INCLUDING BUT NOT LIMITED TO LODGING, RESERVATIONS, TRANSPORTATION, SCHEDULE, PAYMENT, OR WORKSHOP CONTENT/PRESENTATION, ETC. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ARTIST WORKSHOP. THESE LIMITATIONS AND LIABILITY EXCLUSIONS APPLY EVEN IF ANY REMEDY FAILS TO PROVIDE ADEQUATE RECOMPENSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, GD, ITS LICENSORS, AND ITS AFFILIATES' LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

10. INDEMNIFICATION

You agree to indemnify and hold harmless company, subsidiaries, and affiliates, and respective successors and assigns, owners, directors, officers, managers, employees, shareholders, agents, representatives, service providers and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of breach, alleged breach or default of your representations, warranties or obligations under this Artist Subscriber Agreement.

11. AMENDMENTS TO THIS AGREEMENT

Furthermore, Company may amend this Agreement (including any Terms of Use) unilaterally at any time in its sole discretion. In this case, you will be notified by e-mail of any amendment to this Agreement made by Company at least ten (10) days before the effective date of the amendment. Your failure to cancel your Account prior to the effective date of the amendment will constitute your acceptance of the amended terms. If you don't agree to the amendments or

to any of the terms in this Agreement, your only remedy is to cancel your Account or to cease use of the affected Subscription(s). Company shall not have any obligation to refund any fees in connection with your Account before cancellation of your Account or cessation of use of your subscription.

12. TERM AND TERMINATION

12.1 Term: The term of this Agreement (the "Term") commences on the date you first indicate your acceptance of these terms and will continue in effect on a yearly recurring basis until otherwise terminated in accordance with this Agreement.

12.2 Termination by You: You may cancel your Account at any time. You may cease use of a Subscription at any time or, if you choose, you may request that Company terminate your access to your subscription. Your cancellation of an account, or your cessation of use of any subscription or request that access to a subscription be terminated, will not entitle you to any refund, including any Subscription fee or Workshop fee. Company reserves the right to collect fees, surcharges or costs incurred prior to the cancellation of your Account.

12.3 Termination by Company: Company may cancel your Account at any time in the event that (a) GD ceases providing such subscription to similarly situated Artist Subscribers generally, or (b) you breach any terms of this Agreement (including any subscription terms or Terms of Use). In the event that your Account or a particular subscription is terminated or cancelled by Company for a violation of this Agreement or improper or illegal activity, no refund, including any Subscription fee, Workshop fee or of any unused funds, will be granted.

13. GENERAL

This Agreement contains the final and entire agreement between Company and Artist Subscriber regarding your use of the Services and supersedes all previous and contemporaneous oral or written agreements regarding your use of the Services. We may discontinue or change the Services, or their availability to you, at any time. Company may, at Company's election, assign this agreement, in whole or in part, to any person, firm or corporation. This Agreement is personal to you, which means that you may not assign or transfer your rights or obligations under this Agreement to anyone. You agree that this Agreement, as well as any and all claims and disputes arising from this Agreement will be governed by and construed in accordance with the laws of the State of Oregon. Our failure to enforce any provision of this Agreement or to respond to a breach by you or other parties of this Agreement shall not in any way waive our rights to subsequently enforce any term or condition of this Agreement. Each party is an independent contractor in relation to the other party with respect to all matters arising under this Artist Subscriber Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Should any paragraph or provision of this agreement be held to be void, invalid or inoperative, such decision shall not affect any other paragraph or provision hereof, and the remainder of this agreement shall be effective as though such void, invalid or inoperative paragraph or provision had not been contained herein. In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at: Golden Dragonfly Enterprises, LLC, dba Golden Dragonfly Academy for Art 2820 Maesner St, Eugene, OR 97404, USA, Phone: (+1) 541-240-7682 Email: art@goldendragonflyacademy.com