

Website Terms and Conditions of Use

These Terms and Conditions of Use ("Agreement") is a legal agreement between you and Ceramic Souls LLC (referred to as "Website Owner"), the owner and developer of ceramicsouls.com (referred to as "Website"). By interacting with the Website and/or registering for any service provided on the Website, you agree to be bound by this Agreement. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DO NOT USE THE WEBSITE OR REGISTER FOR ANY SERVICE PROVIDED BY CERAMIC SOULS LLC.

Terms and Conditions of Use

- 1. These terms of use may change at the discretion of the Website Owner.** The terms of this Agreement are subject to change at any time at Website Owner's discretion. Your continued use of any part of the Website or any service by Ceramic Souls LLC constitutes your acceptance of the changes to the Agreement. The most current version of this Agreement replaces all previous versions and can be reviewed at www.ceramicsouls.com.
- 2. You are responsible for your use of the Website.** You understand and agree that you are solely responsible for your actions and decisions to use the Website. You understand and agree that you must take all reasonable precautions before using and registering for the Website and signing up for Ceramic Souls's services.
- 3. Limitations of Liability.** By using any services provided by the Website and the Website Owner, you agree that the Website, the Website Owner, its agents, subsidiaries, affiliates, licensors, licensees, service providers, employees, agents, officers, and directors will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damages as a result of your accessing the Website and using any of the services available. Your sole remedy for any breach or default of this Agreement by the Website or Website Owner shall be a return of any fees paid to the Website or Website Owner for any services provided under this Agreement or any other Agreement for services.
- 4. Indemnification.** You agree to defend, indemnify, and hold the Website, the Website Owner, their agents, subsidiaries, affiliates, licensors, licensees, service providers, employees, agents, officers, and directors (the "Indemnified Parties") harmless from any breach of the terms of this Agreement by you. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use of the Website or any information obtained with any such breach or unauthorized use of the Website. You further agree to defend and indemnify any and all loss, damages, judgments, awards, costs, expenses and attorney's fees of the Indemnified Parties. You agree to also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the Website and any information accessed from this website.
- 5. Right to Terminate Your Account.** You are responsible for any activities that take place under your username and password. You understand and agree that if your use of the

Website is determined by the Website or the Website Owner, in its sole and reasonable discretion, to be offensive, obscene or otherwise improper, the Website or the Website Owner can terminate your use of the website immediately without prior notice and without any right of refund. If you become aware of any unauthorized use of your password or account, or any other breach of security, please contact the Website immediately at info@ceramicsouls.com. It is up to you to maintain the confidentiality of your password and account. The Website and the Website Owner are not responsible or liable for any loss or damage arising from your failure to comply with the provisions of this Agreement.

- 6. Confidentiality.** It is our policy to release a user's personal identifying information and any other information when we reasonably believe such disclosure is appropriate to comply with applicable law, to enforce any of our contracts or agreements, to protect the rights, property or safety of our users and customers, in response to a governmental authority request or legal process, or for purposes of fraud protection. By accepting the terms of this Agreement, you waive all rights and agree to hold the Website and Website Owner harmless from any claims resulting from any action taken by the Website or the Website Owner during or as a result of its investigations, and/or from any actions taken as a consequence of investigations by either the Website or law enforcement authorities.
- 7. Intellectual Property.** The Website and Website Owner own and retain all proprietary rights to the ceramicsouls.com service, its trademarks, copyrights, and all other intellectual property. Except for any information that is in the public domain, you are not authorized to reproduce, transmit or distribute the proprietary information or intellectual property of the Website and Website Owner. By posting information to the Website and Website Owner, you agree that you have granted the Website and Website Owner the right to for use such information.
- 8. No Warranties.** The Website and Website Owner provide the ceramicsouls.com services on an "as is" and "as available" basis and do not make any warranty, express, implied, limited or other with respect to the services provided or any specific outcome of your receiving the services. Specifically, the Website and Website Owner do not warrant that the service will always be available, be uninterrupted, be error free, meet your requirements, or that any defects in the services will be corrected.
- 9. Jurisdiction; Venue; Attorney Fees.** This Agreement, or any dispute arising from this Agreement, is governed by the laws of Tennessee, without regard to provisions of conflicts of law. Any lawsuit arising from or related to this Agreement shall be brought exclusively before the state or federal courts for Davidson County, Tennessee, and you hereby consent to the jurisdiction of any such court. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs incurred in litigating or otherwise settling or resolving such action. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF, OR RELATED TO, YOUR USE OF THIS WEBSITE OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

10. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

11. Certification. You must be at least eighteen (18) years old to register, access, and use any service provided by the Website. If you are under the age of eighteen (18), do not use the Website for any purpose.

12. Entire Agreement. This Agreement constitutes your entire Agreement with the Website and Website Owner with respect to any services.

13. Waiver. The failure of Website or Website Owner to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Website or Website Owner must be in writing and signed by an authorized representative of the Website Owner.

If you have any questions regarding this Agreement, please contact the website at info@ceramicsouls.com.

You agree that you have read, understand, and agree to be bound by these terms.