

Terms and Conditions
Cancellation Policy
Privacy Policy

StudioShare.org™ (StudioShare Online, LLC)

This document replaced any **TERMS OF USE** agreements dated prior to:
February 22, 2010

1. Fundamentals of Agreement.

1.1 Introduction. Welcome to StudioShare's online community, at www.studioshare.org, a meeting place for photography professionals (the "Site"). This User Agreement ("Agreement") lists the terms of the agreement between you and StudioShare Online LLC ("StudioShare") for the renting and booking of photography studio space, photographic equipment, essential personnel, models, and all other services that we provide (collectively called the "Services"). By completing the registration process, you agree to accept the terms and conditions of this Agreement and to become a registered User of this Site.

1.2 Modification. If we change this Agreement, a revised version of this Agreement shall be posted here, on the site, which shall automatically replace the terms of this Agreement. Your continued use of the Site and the Services following StudioShare's posting of a revised Agreement will constitute your acceptance of the revised Agreement. If you do not agree with the terms of this Agreement or any revised version of this Agreement, do not continue to use the Services or this Site, and see our cancellation policy, below.

1.3 Additional Policies. This Agreement incorporates by reference the following policies that are a part of this document:

- Privacy Policy
- Cancellation Policy

2. About StudioShare.

2.1 Photographic Service Provider. StudioShare is a website service that allows registered users to organize, schedule and book an entire photo shoot, start to finish, from booking studio space among our list of nationwide members, based on your own specific criteria, to booking models, stylists, equipment rental, and other related services, who want to purchase services or book studio space or equipment ("Buyers") from registered users who want to rent out their studio space, equipment, services, and the like ("Sellers").

3. Membership.

StudioShare has two basic levels of membership, each with a different cost and with a different level of access to the Site. All memberships are for the period of one year. The two levels of membership are:

3.1.1 Member:

Individuals, looking to book services, equipment, and studio space; may also rent out equipment; looking to sell services.

Cost: \$49

3.1.2 Studio Owner:

Owns studio space, looking to rent out the space to Members and other Studio Owners; may also book services, equipment, and studio space; may also rent out equipment and studio space; looking to sell services.

Cost: \$79

3.2 Requirements.

To be a registered Member of this Site, you must agree to accept the terms and conditions of this Agreement, and you must have a valid credit or debit card that we accept (see Section 5.2 below for further details). You may only use the Services if you are able to form legally binding contracts, are over the age of 18, and are not temporarily or indefinitely suspended from our Sites. If you are under the age of 18, you may only use this site in conjunction with and under the supervision of your parents or guardians.

3.3 Registration. We will not accept any request from you to rent space or equipment or buy/sell service or equipment before you have registered with us. To register, you must provide your legal and current name, address, phone number, an active email address, and a valid credit or debit card.

3.4 Email Address and Password. You will need an email address and password to access the Site and use the Services. You are solely responsible for maintaining the security of your email address and password and for all activity that occurs under your email address and password. You should not disclose your password to any other person.

4. Listing studio space, equipment or services

4.1 Listing Process. A registered user who wants to rent out studio space, rent out equipment, or sell services may submit a listing to the StudioShare community. As part of the listing process, the Seller assigns a price to the space, equipment or services. For studio space, the Seller provides information such as the location of the space, size, characteristics, and other pertinent factors by filling out StudioShare's Studio Profile. For other equipment or services, Sellers provide a description of the equipment or services offered. Seller warrants that all services shall be available and in good working order at all times that such services are offered

for sale, rental, or use. Sellers warrant that any images uploaded with the description is the property of that member, and that such member has the legal right to so upload the image.

Seller shall have one option with regard to the time availability of the services, equipment, or space. Sellers must follow this procedure with respect to their equipment, space, or services listed on the Site:

4.1.1 Sellers must list all dates and times that the equipment, space, or services are NOT available. Space, equipment, or services will be presumed to be, and listed as, available at all other dates and times.

4.2 Accuracy. StudioShare makes no representation or warranty as to the accuracy, completeness or authenticity of the information offered by the Seller members in any such profile forms or descriptions. Seller warrants that all information provided is true and accurate. Members rely on such information and link to any other websites is at their own risk. You agree that you must evaluate, and bear all risks associated with, the use of any space/equipment/services, that you may not rely on StudioShare for said content, as StudioShare has not verified the accuracy or completeness of same, and that under no circumstances will StudioShare be liable in any way for any content or information posted by Seller Members, or for any loss or damage of any kind incurred as a result of the use of or reliance upon any Seller-posted information. However, Sellers posting incorrect information shall be subject to membership termination without refund.

4.3 Seller Responsibility. Once a Seller confirms an order from a Buyer, Seller is responsible for fulfilling the order with the exact services that the Seller listed. The Seller warrants that all information provided is true and accurate. Seller warrants that all space, equipment, or services shall be available and in good working order at all times that such space, equipment, or services are offered for sale, rental, or use. The Seller will be charged a replacement fee if Seller lists space, equipment, or services for sale and is unable to produce the exact space, equipment, or services the Seller listed. StudioShare is not responsible for any errors made by the Seller in the listing or pricing of space, equipment, or services and is not liable for any such errors.

5. Order Placing

5.1 Placing Orders. To order studio space, equipment, or other services, a Buyer first browses the StudioShare community for studio space, equipment, or other services that match what the Buyer is seeking. When the Buyer finds desirable options, the Buyer places an "order" to purchase the service(s). All orders are final and cannot be cancelled or retracted, other than in accordance with the Site's Order Cancellation Policy, described in Paragraph 16 below. The Buyer's credit card is charged for 100% of the price once the transaction is processed by StudioShare.

5.2 Credit Card Authorization. When a Buyer places an order, we obtain an authorization from the Buyer's credit or debit card for the full order amount, which equals to the total service price. The authorization remains on the Buyer's credit card until the sale is completed or the

order is cancelled. Although an authorization is not a charge, debit card issuers will place a hold on funds when an authorization is obtained by StudioShare. Buyers may contact their financial institution to better understand their policies on such matters. In all cases, StudioShare is not responsible for any bank fees or other penalties resulting from authorizations and/or charges to the Buyer's credit or debit card when the Buyer places orders.

6. Notification to Seller

6.1 Seller Notification. Once we obtain an order from a Buyer, the system notifies the Seller of the sale via email. The Seller confirms the sale within 24 hours using our automated online confirmation process. The Buyer will then receive a confirmation email as well. StudioShare will also verify the authenticity of the order by charging the credit card and reserves the right to cancel any order that it identifies as fraudulent.

6.2 Seller Cancellation. The Seller reserves the right to cancel the order without penalty within 24 hours of notification of sale via email using our automated online confirmation process. The Buyer will then receive a notification of the order cancellation via email. StudioShare will release the ordered services, equipment, or studio space, and the Buyer's credit card will not be charged.

7. Finalizing the Transaction

7.1 Credit Card Charge. Once the Seller confirms the order, we charge the Buyer's credit card for the total sale price, via PayPal. At no time do we provide the Buyer's credit card information to the Seller. The credit card charge is paid to us, via PayPal, and held in our PayPal account. The Seller is only compensated for the sale once the services are actually rendered. StudioShare receives a commission equal to 20% of the total sale price, which is deducted from the funds forwarded to the seller. Once the services are rendered, StudioShare shall forward the order funds to the seller, less the 20% commission, at the time of the nearest billing cycle after the services have been rendered. Sellers can see the exact amount of the commission that we will collect before completing the listing process and committing to list their services for sale. The billing cycle is from 12:01 a.m. Eastern Standard Time on the 21st day of the month to 12:00 a.m. Eastern Standard Time on the 20th day of the following month. The Seller will be compensated on the 21st day of the month for all sales earned within the preceding billing cycle. Buyer's cancelling their booked service prior to the rendering of the services shall be subject to the Order Cancellation Policy stated herein (Paragraph 16 below), and any cancellation fees shall be rendered to StudioShare and/or the Seller, with the difference being returned to the Buyer, as dictated in said policy, at the time of the nearest billing cycle after the order has been cancelled. Seller's cancelling their booked service prior to the rendering of the services shall be subject to the Order Cancellation Policy stated herein (Paragraph 16 below), and any cancellation fees shall be rendered to StudioShare and/or the Buyer, with the difference being returned to the Buyer, as dictated in said policy, at the time of the nearest billing cycle after the order has been cancelled.

7.2 Dispute Resolution. After confirming the transaction, if a Buyer or Seller is dissatisfied with any part of the purchase, the Buyer must follow the rules for dispute resolution set forth herein.

StudioShare is not responsible for "accidental" bookings made by the Buyer. Once the Buyer receives email confirmation of the order, the Buyer's Order Cancellation rights shall be set in accordance with Paragraph 16 herein.

8. Granting StudioShare Permission, License and Release; Privacy

8.1 Permission. As a Buyer, you grant StudioShare permission to charge your credit card for the cost of services. As a Seller, you grant StudioShare permission to charge your credit card if you, at any time, fail to deliver the services you advertised, or deliver invalid, fraudulent, counterfeit, or misrepresented services. These charges may include, but are not limited to, the cost of replacement services, coupons and gift certificates, refunds to the Buyer, and other charges we incur to satisfy the Buyer.

8.2 Grant of License. You grant StudioShare a perpetual, non-exclusive, transferable, worldwide, irrevocable, royalty-free right to exercise publicity, database, trademark and copyright rights, including the right to reproduce, modify, adapt, publish and display on the Site and on the sites of our partners and affiliated companies, any content you may provide to StudioShare in connection with your use of StudioShare and its Services. You agree that StudioShare shall be permitted to use your name or user ID, home city and other ancillary information (for example, the number of years you have been a StudioShare user) in connection with the content in conjunction with StudioShare's marketing, promotion and publicity efforts in any media known now or in the future.

8.3 Release. StudioShare acts as a marketplace only to allow buyers and sellers to interact regarding sale of professional photography services. In all cases, the submission and confirmation of orders are transactions between Buyers and Sellers only. The fulfillment of confirmed orders, including delivery and shipment of equipment, is the responsibility of the Seller. If you have a dispute with one or more registered users, you release StudioShare and all affiliated companies, managers, members, agents, parents, subsidiaries, legal representatives and employees from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.

8.4 Privacy. We use your information only as described in the StudioShare Privacy Policy. If you object to your Information being transferred or used in this way please do not use our services.

9. Restrictions on Use

9.1 Offline Transactions. You agree not to use the StudioShare website to (a) directly contact other StudioShare users for purposes of harassment, advertising, or spam (b) invite contact with other StudioShare users, for purposes of harassment, advertising, or spam (c) solicit sales

outside of StudioShare, or (d) initiate or engage in transactions (either purchases or sales) outside of StudioShare. StudioShare users may communicate with each other via the StudioShare community, for approved purposes and not for purposes of harassment or spam. StudioShare is not responsible for any communications sent by members to each other. StudioShare is not responsible for any damages or lost profits that result from StudioShare users directly contacting other StudioShare users or for any damages or lost profits resulting from transactions conducted outside of StudioShare, including transactions that originate at StudioShare and are taken offline. Such contact may result in immediate cancellation of membership, without refund, at StudioShare's sole discretion.

9.2 Personal Information in Seller Comments. As a Seller, you agree not to place any personal contact information (including, but not limited to, addresses, phone numbers, or email addresses) in the Seller listings. Such information shall be provided to StudioShare, but shall be blocked in the Seller's Profile and listings. Seller contact information will be made available to Buyers once an order is made by that Buyer. Seller shall be allowed to post any other personal information that seller desires, other than contact information, including, but not limited to, description of seller's services, equipment, experiences, expertise, interests, portfolio information, and the like.

9.3 Abusive Behavior. You agree not to use abusive language or behave in an abusive manner to any StudioShare employee or customer.

9.4 Adult Materials. You agree not to list, sell or buy any adult materials, obscene materials or pornographic materials through the Site, directly or indirectly, and you agree not to use any names or other information found on or via this Site to do so.

9.5 Illegal Activity. You agree not to use this Site for unlawful purposes or in an unlawful manner. You will not discriminate in any way. You agree to comply with all applicable local, state, federal and international laws, statutes and regulations regarding use of the Site. You agree not to use or permit anyone to use information provided through the Site for any unlawful or unauthorized purpose. You agree not to register under a false name or use an invalid or unauthorized credit card. You agree not to list or reply to any spam on this Site. You agree not to copy, modify, or distribute any content from the Site, including StudioShare's copyrights and trademarks, if any, and/or link to the Site without StudioShare's prior written permission. You agree not to hinder, prevent, or in any way interfere with the functionality or usability of this Site.

9.6 Removal of Services. To post a Service for sale on the Site, you must first register with the Site. Except as provided herein, you agree not to promote the sale of such through any site other than StudioShare without express permission from StudioShare. If Seller, at any time, fails to deliver the Services it listed or deliver invalid, fraudulent, or misrepresented services, StudioShare reserves the right to cancel the order and hold you liable for any and all charges we incur to satisfy the Buyer. These charges may include, but are not limited to, cost of replacement services, coupons, and gift certificates, and refunds to the Buyer.

9.7 Promotional Materials. The Members' name and address information is provided to Buyers and Sellers for the sole purpose of completing transactions and may not be used by either party for any other purpose. StudioShare users may communicate with each other via the StudioShare community, for approved purposes and not for purposes of harassment or spam. StudioShare is not responsible for any communications sent by members to each other. Members agree not to send to other members any promotional or other commercial material, including, without limitation, materials that are contrary to the StudioShare Terms of Use, or announces a website or invites the member to visit a website other than StudioShare that offers services similar to those of StudioShare.

10. Ramifications and Penalties

10.1 Investigations. We may investigate complaints and violations of our policies. You agree to cooperate fully with such investigations, including without limitation, providing us specific information regarding your transaction and services.

10.2 Violations, Termination and Suspension. We may take any action that we deem appropriate in our sole discretion (including without limitation issuing a warning, suspending or terminating service, denying access, removing a listing or recommending you edit a listing) if: (a) you breach this Agreement or any document it incorporates by reference; (b) you are unwilling to cooperate with our investigation of a complaint or reported violation; (c) we are unable to verify or authenticate any information you provide; or (d) we believe your conduct may cause legal liability for you, for other users, or for StudioShare. You agree that payments owing to you for sales made through this Site may be suspended or delayed pending our investigation. StudioShare is not obligated to pay you for any sales if we have a good faith basis to believe such sales were unlawful or otherwise made in material violation of this agreement.

10.3 Disclosure of Information. You agree that StudioShare may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other relevant third parties. StudioShare will cooperate to ensure that violators are prosecuted to the fullest extent of the law.

10.4 Making Adjustments. You authorize us to withhold payment or charge your credit card account any amount you owe us if (a) a sale is cancelled for any reason; (b) an adjustment is made by us; (c) we reasonably believe that you have committed fraud or other illegal act or omission during any buying or selling activity; (d) you are not able to produce the services that you advertised on the Site; (e) you deliver incorrect or misrepresented services for any order or portion of an order, (f) you otherwise owe us a specific amount. If any of these things happen, we may also deduct from any amount we owe you the amount you owe us.

11. Warranties and Representations

11.1 Accurate Descriptions. For all services you list as the Seller, you warrant that your descriptions of the services and descriptions of any studio space accurately detail and describe the services offered for sale or rental. If you, at any time, deliver invalid, fraudulent, or

misrepresented services, or the rented space does not conform to the description provided by Seller, StudioShare reserves the right to cancel the order and hold you liable for any and all charges we incur to satisfy the Buyer. These charges may include, but are not limited to, cost of replacement services, coupons, and gift certificates, refunds to the Buyer.

11.2 Other Information. You represent and warrant that any information you provide to us, to other users, or to visitors (a) is not false, inaccurate, misleading, obscene or defamatory; (b) is not fraudulent; (c) does not involve the sale or rental of counterfeit or stolen items; (d) does not infringe any third party's copyright, patent, trademark, trade secret, rights of publicity or privacy, or other right; (e) does not violate any law, statute, ordinance or regulation, including without limitation those governing consumer protection, unfair competition, anti-discrimination or false advertising; and, (f) does not contain any viruses or any programming that is intended to damage, interfere with, intercept or expropriate any system, data or personal information.

11.3 Laws and Regulations. You warrant that you will comply with all applicable local, state, federal and international laws, statutes and regulations regarding use of the Site and selling value of the services. StudioShare does not monitor, obtain, nor have any knowledge of the value of services listed on the Site.

11.4 Indemnity. You agree to indemnify and hold StudioShare and (if applicable) any parent, subsidiaries, affiliates, managers, members, attorneys, agents and employees, harmless against any claim or demand and all liabilities, costs and expenses (including reasonable attorneys' fees) incurred by StudioShare and (if applicable) any parents, subsidiaries, affiliates, managers, members, agents, attorneys and employees that arise out of any claim asserted by a third party that involves, relates to or concerns any of your actions or omissions on this Site, including but not limited to your breach of this Agreement, or your violation of any law or the rights of a third party.

12. Disclaimers/Limitations of Liability.

12.1 No Warranty. Except for the express warranties stated in this Agreement, StudioShare provides the software, site and services on an "as is" basis and "as available" basis without any warranties of any kind. StudioShare makes no warranty with respect to its software, any studio space, any of the services StudioShare provides, or that sellers or buyers will perform as promised, and StudioShare expressly disclaims all such warranties, whether express, statutory or implied, including without limitation any warranties of merchantability, title, non-infringement of third party rights or fitness for a particular purpose. This warranty disclaimer affects your legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow exclusions of implied warranties or limitations on how long an implied warranty lasts, so the above exclusion may not apply to you.

Member shall indemnify StudioShare for any and all lawsuits or damages resulting from any images or content uploaded to the site by that member.

12.2 WAIVER OF CONSEQUENTIAL DAMAGES; LIMIT OF LIABILITY. STUDIOSHARE EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY LOST PROFITS OR SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION INDIRECT AND SPECIAL DAMAGES) THAT MAY RESULT FROM THE SERVICES OR THE SITE, OR THE SUSPENSION, TERMINATION OR MALFUNCTION OF THE SERVICES OR THE SITE. UNDER NO CIRCUMSTANCES SHALL STUDIOSHARE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF STUDIOSHARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE STUDIOSHARE SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE STUDIOSHARE SITE OR THE SERVICE, FROM INABILITY TO USE THE STUDIOSHARE SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE STUDIOSHARE SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH THE STUDIOSHARE SITE OR THE SERVICE OR ANY LINKS ON THE STUDIOSHARE SITE, AS WELL AS BY REASON OF ANY INFORMATION RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE STUDIOSHARE SITE OR THE SERVICE OR ANY LINKS ON THE STUDIOSHARE SITE. STUDIOSHARE EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR ANY LOST PROFITS OR SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION INDIRECT AND SPECIAL DAMAGES) THAT MAY RESULT FROM ANY CUSTOMER "RATING SYSTEM" THAT MAY APPEAR ON THE SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

12.3 Allocation of Risk. You acknowledge and agree that the foregoing disclaimers and limitations of liability represent bargained for allocations of risk, and that the pricing and other terms and conditions of this agreement reflect such allocations of risk.

12.4 Tax Indemnity. You agree that StudioShare is not responsible in any way for the accuracy or suitability of any payment of taxes to any entity on your behalf. You shall indemnify and hold StudioShare and (if applicable) any parents, subsidiaries, affiliates, managers, members, agents and employees harmless against all liabilities, costs, interest and expenses (including reasonable attorneys' fees) incurred by StudioShare that arise out of any third party or governmental claim that involves, relates to or concerns (i) any federal, state or county tax obligation or amounts due or owing under any tax regulation, law, order or decree or (ii) any dispute concerning the tax status of StudioShare.

12.5 Change or Suspension of Site. StudioShare reserves the right at any time to modify or discontinue, temporarily or permanently, the Site or any part of the Site with or without notice. You agree that we shall not be liable to you or any third party for any modification, suspension or discontinuance of the Site or any Services under this Agreement, for any reason. We do not guarantee continuous, uninterrupted or secure access to our service, and operation of our Site may be interfered with by numerous factors outside of our control. StudioShare is never, for any reason, responsible for services listed on the site that do not sell, or that remain unsold during a site outage. If the service is discontinued permanently, memberships will be refunded on a pro-rate basis for the remaining membership period.

12.6 Regular Maintenance. The Site could be unavailable from 3 a.m. to 4 a.m. Eastern Standard Time each morning while it is being updated and modified. During this time, the Site will be temporarily unavailable. StudioShare is not responsible for unsold services resulting from these regular site updates.

13. StudioShare owns the Intellectual Property.

13.1 Ownership of Intellectual Property. You acknowledge and agree that (i) our patents, trademarks, trade names, service marks, copyrights and other intellectual property (collectively, "Intellectual Property"), if any, are and shall remain our sole property, and (ii) nothing in this agreement shall confer in you any right of ownership or license rights in our Intellectual Property. In addition, you shall not now or in the future contest the validity of StudioShare's Intellectual Property.

13.2 Copyright. Any Copyrights (c) owned by StudioShare Online LLC, and marked as such on the Site, including without limitation all text, graphics, logos, buttons, icons, images, audio clips, and computer programs, are the property of StudioShare or its suppliers, and are protected by U.S. and international copyright, trademark and other laws. The compilation (meaning the collection, arrangement, and assembly) of all content on the Site is the exclusive property of StudioShare and protected by U.S. and international copyright law. Any unauthorized reproduction, modification, distribution, transmission, republication, display, or performance of the software or the content on the Site is strictly prohibited.

14. Miscellaneous

14.1 No Agency. You and StudioShare are independent contractors, and no agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by this Agreement.

14.2 Notices. Except as expressly stated otherwise, all notices to StudioShare shall be sent to the email addresses provided on the Site (e.g., service@StudioShare.org). Our street address is 686 Massachusetts Avenue Studio #301-304, Cambridge, MA 02139. Except as expressly stated otherwise, all notices to you shall be sent to the email address you provided to us during the registration process. Such notice shall be deemed given one business day after the email is sent. StudioShare is not responsible for any spam filter or other email filtering device utilized by members, and shall not affect the validity of such email notices, as same shall be deemed received one business day after sent.

14.3 Governing Law; Arbitration. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., without regard to its provisions governing conflicts of law. Except for allegations that you have infringed or have threatened to infringe our intellectual property rights, you and we agree that any dispute or controversy between us, or arising under or concerning performance or breach of this Agreement, shall be settled by one arbitrator in binding arbitration, to be held in or around Boston, Massachusetts, U.S.A., under the then-current rules of the American Arbitration Association. Judgment on the arbitration award may be entered in any court of competent jurisdiction. If we allege that you have infringed or threatened to infringe our intellectual property rights, then, in addition to any other rights and remedies we may have, we may seek any preliminary or permanent injunctive relief from any court of competent jurisdiction. For such actions, you consent to the exclusive personal jurisdiction and venue of the federal and state courts in and for Massachusetts, Suffolk County, U.S.A.

14.4 Miscellaneous. This Agreement (and all documents incorporated by reference) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings between the parties hereto with respect to the subject matter hereof, whether written or oral. No amendment, modification or supplement of any provision of this Agreement will be valid or effective unless made in accordance with the express terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable under any circumstances, its application in any other circumstances and the remaining provisions of this Agreement shall not be affected. You may not assign or transfer this Agreement, or any of its rights or obligations, without the prior written consent of StudioShare, which we can refuse in our sole discretion. Nothing in this Agreement is intended to confer benefits, rights or remedies unto any person or entity other than the parties hereto and their successors and permitted assigns. Our suppliers and co-brand partners are third-party beneficiaries of this Agreement. The subject heading at the beginning of each paragraph of this Agreement is for reference purposes only and in no way defines, limits, construes or describes the scope or extent of such paragraph.

15. Service Cancellation Policy.

By agreeing to these Terms of Use, both Buyers and Sellers agree to the Service Cancellation Policy. Once the Buyer receives the confirmation e-mail from Studioshare, stating that the Order has been confirmed by the Seller (as stated in Paragraph 6.1, above), the order is considered "booked". If the Buyer's cancels booked order prior to the rendering of the services, the Buyer shall be subject to the cancellation fees stated herein, as shown in the Table below, and any cancellation fees shall be rendered to StudioShare and/or the Seller, with the difference being returned to the Buyer, all at the time of the nearest billing cycle after the order has been cancelled.

The cancellation fees to the buyer are dependent upon the time of cancellation, and how much notice is provided to Seller of such cancellation. Cancellation fees shall be a percentage of the total cost for the order being cancelled, excluding any applicable taxes. The fees and time-frames are as follows:

If buyer cancels:

21 days or more before the date of service, buyer shall pay a 5% cancellation fee

20-10 days before the date of service, buyer shall pay a 25% cancellation fee

6-9 days before the date of service, buyer shall pay a 50% cancellation fee

4-5 days before the date of service, buyer shall pay a 75% cancellation fee

0-3 days before the date of service, buyer shall pay a 100% cancellation fee

Of the above fees, 20% of each such fee shall be paid as a commission to Studioshare, with the remaining 80% being payable to the Seller.

Sellers agree to abide by this cancellation policy for all Studioshare orders, and that such policy shall supercede any in-house cancellation policies they may have. Sellers may not charge any cancellation fee in addition to the above, for any Studioshare orders, or risk termination of their membership.

If the Seller cancels a confirmed order, regardless of time-frame, buyer shall receive a full refund.

Studioshare reserves the right to display negative feedback as provided by the members, and/or publicly list the number of times a buyer or seller fails to appear for a booked order without notice of cancellation.

16. Membership Cancellation Policy.

Memberships to the site shall last for one year from the date that membership is charged to the member's credit card. Members shall have the option to renew their membership at the expiration of one year, for an additional year, and each year thereafter as their annual membership expires. Renewal shall be at the rate for new members at the time of renewal. Members may cancel without refund at any time; no refunds are offered unless the service is

permanently discontinued. Members will receive an email notice 30 days prior to the expiration of their membership.

Privacy Policy Statement

This is the web site of www.studioshare.org (StudioShare Online, LLC)

Our postal address is 686 Massachusetts Ave Cambridge, MA 02139

We can be reached via e-mail at info@studioshare.org or you can reach us by telephone at 888-321-6974

For each visitor to our Web page, our Web server automatically recognizes the consumer's domain name and e-mail address (where possible).

We collect the domain name and e-mail address (where possible) of visitors to our Web page, the e-mail addresses of those who post messages to our bulletin board, the e-mail addresses of those who communicate with us via e-mail, the e-mail addresses of those who make postings to our chat areas, aggregate information on what pages consumers access or visit, user-specific information on what pages consumers access or visit, information volunteered by the consumer, such as survey information and/or site registrations, name and address, telephone number, fax number.

The information we collect is used to improve the content of our Web page, used to customize the content and/or layout of our page for each individual visitor, used to notify consumers about updates to our Web site, used by us to contact consumers for marketing purposes, disclosed when legally required to do so, at the request of governmental authorities conducting an investigation, to verify or enforce compliance with the policies governing our Website and applicable laws or to protect against misuse or unauthorized use of our Website, to a successor entity in connection with a corporate merger, consolidation, sale of assets or other corporate change respecting the Website.

With respect to cookies: We use cookies to store visitors preferences, record session information, such as items that consumers add to their shopping cart, record past activity at a site in order to provide better service when visitors return to our site .

If you do not want to receive e-mail from us in the future, please let us know by sending us e-mail at the above address, calling us at the above telephone number.

If you supply us with your postal address online you may receive periodic mailings from us with information on new products and services or upcoming events. If you do not wish to receive such mailings, please let us know by calling us at the number provided above, e-mailing us at the above address.

Please provide us with your exact name and address. We will be sure your name is removed from the list we share with other organizations.

Persons who supply us with their telephone numbers online will only receive telephone contact from us with information regarding orders they have placed online.

Please provide us with your name and phone number. We will be sure your name is removed from the list we share with other organizations

With respect to Ad Servers: We do not partner with or have special relationships with any ad server companies.

From time to time, we may use customer information for new, unanticipated uses not previously disclosed in our privacy notice. If our information practices change at some time in the future we will post the policy changes to our Web site to notify you of these changes and provide you with the ability to opt out of these new uses. If you are concerned about how your information is used, you should check back at our Web site periodically.

Customers may prevent their information from being used for purposes other than those for which it was originally collected by e-mailing us at the above address, calling us at the above telephone number.

Upon request we offer visitors the ability to have inaccuracies corrected in contact information, unique identifiers, transaction information, communications that the consumer/visitor has directed to the site.

Consumers can have this information corrected by editing their profiles.

If you feel that this site is not following its stated information policy, you may contact us at the above addresses or phone number, The DMA's Committee on Ethical Business Practices at mgoldberger@the-dma.org, The Federal Trade Commission by phone at 202.FTC-HELP (202.382.4357) or electronically at <http://www.ftc.gov/ftc/complaint.htm>.