

**ARLON GRAPHICS, LLC**  
**Customer-Generated Content**  
**Global Terms and Conditions**

**Agreement Overview.** By agreeing to these Terms and Conditions, you ("Releasor") grant Arlon Graphics, LLC and its affiliated entities ("Company") the right to use your content for advertising, promotion, and other commercial purposes. Company desires to use certain videos, recordings, photographs, audio recordings, testimonials, text and/or all works of similar nature produced, developed, or created by Releasor that are identified below (collectively, the "Content") and to use and publicize certain Image Rights (as defined below) related thereto for advertising, promotion and other commercial and business purposes (the "Purposes").

**Grant of Rights.** Releasor hereby grants to Company the absolute, perpetual, sublicensable, transferable, worldwide and irrevocable right, license and unrestricted permission to use (i) the Content; and (ii), in connection with the Content, as applicable, Releasor's name, likeness, voice, brand, logo, trademark or appearance, and any other personal or identifying characteristics (collectively, "Image Rights"), as embodied in any Content, in whatever form, whether digital or non-digital, taken or made on behalf of Releasor as part of Releasor's testimonial regarding Company and/or its products that is included in any Content. Releasor understands that the foregoing license rights shall include the right to (a) reproduce, copy, modify, create derivatives of, use or otherwise exploit the Content in any manner and for any purpose; and (b) use the Image Rights in connection with the Content for any purpose that Company may choose including without limitation promotion of Company and its products, and to display, perform, exhibit, distribute, transmit or broadcast the Image Rights, in connection with the Content, by any means now known or later to become known, including, but not limited to use, on Company's website or on any other site or in other forms of media, including but not limited to presentations, print publications, social media, and news.

**No Approvals.** Releasor understands that use of all Content by Company is controlled by the Company in its discretion and Company shall have the right to use such Content, Image Rights or other rights granted herein or not, for whatever reason, in its sole discretion. Releasor waives the right to inspect or approve the uses of the Content or any related or derived product wherein its Image Rights appear. Releasor acknowledges and agrees that Company has no liability to Releasor for any editing or alteration of the Content or for any distortion or other effects resulting from Company's editing, alteration, or use of the Content, or Company's presentation of Releasor. Additionally, Releasor waives any right to royalties or other compensation arising or related to the grant of this license or the use of the Content or Image Rights. Releasor acknowledges and agrees that the mutual promises made herein are the only consideration for Releasor's performance hereunder and that Company shall not be required to make any payments to Releasor in connection with Company's use of the Content. Releasor also understands and agrees that the Image Rights and the Content may be used in diverse and public settings within an unrestricted geographic area.

**Content Originality and Copyright.** Releasor warrants and represents that the Content is factually accurate and contains no matter libelous or otherwise unlawful. Releasor further warrants that such Content and related materials are either 1) Releasor's own original work or, 2) available for use without permission because they are in a public domain, or 3) used by the Releasor with the permission of the originator/owner of the material and Releasor has all

consents, approvals and other rights needed in order to grant the rights to Company hereunder related thereto. Releasor further represents and warrants that the Content does not, and Company's use thereof will not, infringe, misappropriate or otherwise violate any right of any third party, including any intellectual property right or other proprietary rights, or any right of publicity or privacy. To the extent Releasor's Content references another customer or project, Releasor represents and warrants to Company that it has obtained all necessary consents and approvals from customer for such use.

**Responsibility of advertising actions/FTC Guidelines.** In connection with any public use of the Content, Releasor must clearly disclose his/her "material connection" with the Company, including whether Releasor was given any consideration, was provided with certain experiences or is being paid for a particular testimonial. The above disclosure should be simple, clear, and prominent and made in close proximity to any statements that Releasor makes about the Company or the Company's products or services. Please note that this disclosure is required regardless of any space limitations of the medium (e.g. X, formally known as Twitter), where the disclosure can be made via Hashtags, e.g. #arlonpartner. Releasor will also ensure proper disclosures are made based upon the type of media Releasor uses and the platform through which the media is shared. For example, if Releasor posts a video, Releasor will make a disclosure of the material connection within the video, and any other requirements based on the rules and policies of the video sharing platform. If Releasor posts a picture or video in an Instagram story, Releasor will disclose the material connection within the story. If Releasor is providing its testimonial in a live stream, Releasor will repeat the disclosure periodically. Releasor will comply with all other Federal Trade Commission (FTC) guidelines and regulations applicable to its performance under this Release. Releasor's statements and testimonial should always reflect the Releasor's honest and truthful opinions and actual experiences. Releasor should only make factual statements about the Company or the Company's products which the Releasor knows for certain are true and can be verified.

**Waiver and Release.** Releasor unconditionally agrees to waive, release, forever discharge and covenants not to sue Company and/or any of Company's affiliates and its and their officers, employees, agents, assigns, attorneys, contractors, licensors, successors in interest, and subsidiaries, affiliates or parent companies (collectively the "Arlon Related Parties") from any and all claims and causes of action, whether in law or equity, from whatever nature Releasor may have for any LIABILITY, LOSS, DAMAGE, or INJURY, arising out of, related to, or in connection with Company's or any other third party's exercise of its rights under this Release, and the use and exploitation of the Content or Image Rights, and Releasor covenants not to make or bring any such claims against Company or any other third party, and forever release and discharge Company and any such third parties from liability under such claims.

**Indemnification.** Releasor agrees to defend, indemnify and hold harmless Company and the Arlon Related Parties from and against any and all liability, including but not limited to claims asserted, demands, causes of action, costs, expenses, losses, attorney fees, injuries, or payments for injury to any person or property, caused or claimed to be caused by the acts or omissions of Company or Arlon Related Parties, arising out of, related to, or in any way connected with the Content, Image Rights and other rights granted herein to Company from Releasor.

**Broad Interpretation.** Releasor agrees and acknowledges that this Release is intended to be as broad and inclusive as is permitted by the laws of the State of California, United States and that if any provision of this Release is held invalid, in any applicable jurisdiction, that provision shall be modified the least amount necessary to render it valid, and such modified provision and the balance of this Release shall continue in full force and effect.

**Reliance.** Releasor understands and expressly acknowledges that Company is relying on the representations and warranties contained herein made by Releasor.

**Acknowledgement.** Releasor certifies that it has read this Release fully understand its terms, and understand that it is giving up substantial rights, including its right to sue. Releasor confirms that it is signing this Release freely and voluntarily and intends the signature below to be a complete and unconditional release of any and all liability to the greatest extent allowed by law.

**Application.** For the avoidance of doubt, the provisions of this Release are intended to cover and apply to any and all Content, whether occurring or provided to Company before or after the date of this Release.

**Choice of Law.** This Release, Release and Indemnity shall be governed by California law, without giving effect to any conflicts of laws provisions.

**Requisite Authority.** The person signing this Release represents and warrants that (i) he or she is of legal age to enter into a binding agreement, and (ii) if Releasor is a company, corporation, organization or other legal entity, he or she has all requisite authority and has obtained all necessary approvals and consents to provide this Release to Company on behalf of Releasor.

By clicking "Accept", you hereby acknowledge that you have read, understand, and agree to be bound by the Customer-Generated Content Terms and Conditions.