

End User License Agreement for Stampin' Up! Digital Content ("Agreement")

IMPORTANT—READ CAREFULLY: This User Agreement ("Agreement") sets forth the conditions by which Stampin' Up! Inc. ("Stampin' Up!") will allow the download and installation of exclusive Stampin' Up! digital content including, but not limited to, artwork, images and templates, (collectively, the "Licensed Content") by you (the "User"). To accept the terms and conditions, to be bound by them and all applicable laws and regulations governing the use of the Licensed Content, and access the Licensed Content, please read the Agreement. If you agree with the terms of the Agreement, click on "I Agree" below to submit the Agreement. If you do not agree with the terms of the Agreement, click on "I Do Not Agree" below and you will not be able to download or access the Licensed Content.

1. General. The Licensed Content is licensed, not sold, to you by Stampin' Up! for personal use subject to the terms and conditions set forth herein. Other than as allowed in the Stampin' Up! Angel Policy, any commercial use of the Licensed Content is strictly prohibited. All Licensed Content is protected by copyright laws. Stampin' Up! retains all rights to the Licensed Content. All rights not expressly granted herein are expressly reserved.
2. License and Restrictions on Use. Stampin' Up! hereby grants to you a nontransferable, non-exclusive, limited right to install and use, for personal use only, two copies of the Licensed Content at one time on computers you personally own and that are located in your primary residence. You may not network the Licensed Content. Except as allowed under the Stampin' Up! Angel Policy, commercial use of the Licensed Content is strictly prohibited. Except as and to the extent expressly set forth herein, you may not modify, adapt, prepare derivative works of, reverse engineer, decompile, copy, reproduce or disassemble the Licensed Content or any part thereof. You may not distribute, or cause or permit to be distributed, all or any portion of the Licensed Content without prior written permission from Stampin' Up! You may not remove, obscure, or alter any notice of Stampin' Up!'s intellectual property rights present on or in the Licensed Content, including, but not limited to, copyright and trademark notices.
3. Term. The Agreement is effective until terminated. You may terminate it at any time by destroying the Licensed Content via deletion from your hard drive and any associated documentation, together with all copies thereof, and ceasing all use of the Licensed Content in any manner. Stampin' Up! may, in its sole discretion, terminate this Agreement if you fail to comply with any term or condition of this Agreement. In such event, no notice shall be required by Stampin' Up! to effect such termination. Such termination shall be without prejudice to any other remedy to which Stampin' Up! may be entitled under applicable law, statute, or regulation. Upon termination of this Agreement, for whatever reason, you agree to fully remove the Licensed Content and any associated documentation, together with all backup copies, from your computer. You further agree to provide timely written certification to Stampin' Up! that you have fully complied with the requirements of this paragraph.
4. Restrictions on Transfer. You may not rent, lease, sublicense, assign, transfer, network, reproduce, or timeshare the Licensed Content, or any of your rights, duties, or obligations under this Agreement, nor cause or permit any person or entity to do the same. Further, any attempt to sublicense, assign, or transfer any of your rights, duties, or obligations hereunder shall be void. You may not electronically transfer the Licensed Content through a local area network, wide area network, or other network system or through any computer subscriber system or bulletin board system.
5. Warranty, Liability and Disclaimers. You assume all responsibility for the selection of the Licensed Content, for the download, installation and use of the Licensed Content, and for the results obtained from the Licensed Content. THE LICENSED CONTENT IS PROVIDED "AS IS" WITHOUT

WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. STAMPIN' UP! DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED CONTENT WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED CONTENT WILL BE UNINTERRUPTED OR ERROR FREE. STAMPIN' UP! SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE LICENSED CONTENT. Some states do not allow the exclusion of implied warranties or the limitations or exclusion of liability for incidental or consequential damages, so the above exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state. You may terminate this Agreement by terminating the use of the Licensed Content as provided in Section 3 above and submitting a request to Stampin' Up! for a full refund of the purchase price.

6. Notices. All notices required or permitted to be given or made under this Agreement shall be in writing and shall be given by: (a) personal delivery; (b) confirmed air courier; (c) certified mail, return receipt requested; or (d) first class mail, postage prepaid. All notices provided pursuant to this paragraph shall be deemed effective upon actual receipt. Notices to you shall be sent to the address you designate to Stampin' Up! Notices to Stampin' Up! shall be sent to the following address, or to such other address as Stampin' Up! may designate: Stampin' Up! Inc., 12907 South 3600 West, Riverton, Utah 84065.

7. General Provisions. This Agreement, and all matters relating to or disputes arising out of this Agreement, shall be interpreted, governed, and enforced in accordance with the laws of the State of Utah, notwithstanding any choice of law rules. The state and federal courts of Utah shall have exclusive jurisdiction to determine all claims, disputes, actions, or suits which may arise hereunder and the parties hereby expressly consent to such exclusive jurisdiction and venue. This Agreement: (a) represents the entire agreement between the parties; (b) supersedes all prior agreements, understandings, representations and warranties relating to the subject matter of this Agreement, whether oral or written; and (c) may only be amended by a writing signed by both parties. If any provision in this Agreement is invalid or unenforceable, such provision shall be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability, from all other provisions of this Agreement. Any waiver of, or promise not to enforce, any right under this Agreement shall not be enforceable unless evidenced by a writing signed by the party making said waiver or promise. In the event that any party hereto shall be adjudged to be in default or breach of this Agreement, said party shall be liable to pay all reasonable attorney's fees, arbitration and court costs and other reasonably related collection costs and expenses incurred by the other party enforcing its rights hereunder. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.