**USER AGREEMENT**

*Last Updated: July 29, 2013*

This User Agreement describes the terms on which Lummys (“Lummys”, “we”, “us”), a Maryland limited liability company with its principal place of business in Baltimore, Maryland, offers you (“you” or “your”) access to our site (including all content and functionality available through Lummys.com), and services provided by us. By visiting or using the services available on Lummys.com (the “Site” or “Lummys.com”) you are agreeing to the following terms without change, including those terms available by hyperlink (collectively, the “Agreement”). If you do not agree to any of the terms in this Agreement and the related policies referenced in this Agreement, please do not use this Site.

This Agreement is effective on July 29, 2013 and your continued use of the Site after such time will signify your acceptance of this Agreement.

**1. Eligibility**

Only parties that can lawfully enter into and form legal contracts may use the Site and our services. If you use our services, you expressly represent to us that you are at least over the age of eighteen (18) and may lawfully enter into and form binding contracts, conditions, obligations, affirmations, representations and warranties. Before you may become a member of the Site, you must read and accept all of the terms and conditions in this Agreement. We reserve the right in our sole and absolute discretion to refuse, suspend, or terminate service to anyone.

**2. Use Of The Site**

You agree that you will use the Site and our services only for lawful purposes and in a lawful manner. While using the Site and our services, you agree that you will not:

register under a false name or use an invalid or unauthorized email or physical address;

use another's account without permission;

post a project on the Site for substantially the same design or written work that you are concurrently sourcing on another site;

use the Site if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from using the Site;

use an invalid or unauthorized payment method;

impersonate another user or participate in projects under a false name;

submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to post the material and grant us all of the license rights under this Agreement;

violate any laws, third party rights, or our rights;

fail to provide to a buyer final deliverables required by the buyer if you are the winning creative, unless the buyer has materially changed the project’s scope or description after you were selected as the winning creative, a clear typographical error is made, or you are unable to communicate with the buyer;

materially change the scope of the project after you selected the winning creative(s);

award a project to a family member, colleague, employee or agent;

manipulate the price of any project or interfere with other user's project listings;

circumvent or manipulate our fee structure, the billing process, or fees owed to us;

post false, inaccurate, misleading, defamatory, or libelous content (including personal information);

take any action that may undermine the feedback or ratings systems (such as displaying, importing or exporting feedback information off Lummys.com or using it for purposes unrelated to Lummys.com);

transfer your account and User ID to another party without our consent;

distribute or post spam, chain letters, or pyramid schemes;

distribute viruses or any other technologies that may harm us, or the interests or property of our users;

copy, modify, or distribute content from the Site and/or our copyrights and trademarks; or

harvest or otherwise collect information about users, including email addresses, without their consent.

The Site contains robot exclusion headers. Much of the information on the Site is updated on a real-time basis and is proprietary to us, our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (a) take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (other than content you have submitted to us) from the Site without our prior express written permission and the appropriate third party, as applicable; (c) interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (d) bypass any measures we may use to prevent or restrict access to the Site. Notwithstanding the foregoing, Lummys grants the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials.

We may report fraudulent conduct to law enforcement, and we will cooperate with law enforcement to ensure that violators are prosecuted to the fullest extent of the law.

**3. Reservation of Rights**

We retain the right, but do not have an obligation, in our sole and absolute discretion, to immediately stop any project or transaction, prevent or restrict access to the Site or to our services, or take any other action in case of technical problems, objectionable material, inaccurate project listings, inappropriately categorized projects, inaccuracies, unlawful projects or content, procedures or actions otherwise prohibited by our policies and rules, or for any other reason.

We do not endorse any user submitted content to the Site, or any opinion, recommendation, or advice expressed by users. We expressly disclaim any and all liability in connection with content submitted by users.

**4. Legal Relationships And Obligations Of Parties**

(a) Lummys Provides a Venue. The Site is an online venue where buyers post projects for creative services, creatives submit actual works in response to the buyer’s requirements, and buyers choose the entry(s) they like. In providing an online venue (“Services”), we do not source (except for us, where this is expressly stated in the project) or deliver projects or entries.

(b) Contracts Between Buyers and Creatives. By registering as a member, you acknowledge and agree that you contract directly with other members to buy or sell services. When a buyer posts a project, the buyer can select whether to use their own contract or a Lummys contract to complete a transaction with a creative (“Buyer Contract”). Creatives can preview the terms in the Buyer Contract prior to submitting entries to a project. Creatives are not required to participate in the project posted by the buyer. By submitting entries to a project, creatives agree that if their entry is selected, they will be entering into a binding agreement with that buyer, pursuant to the terms of the Buyer Contract.

When a buyer selects a winning creative, the buyer agrees to purchase, and the creative agrees to deliver, the creative’s services in accordance with the terms of the Buyer Contract and this Agreement. The buyer agrees to select the winning design or written entry within seven (7) days after the project ends. The buyer further agrees that it would be unfair if no creative received the award(s) offered by the buyer due to the buyer abandoning the project. Therefore, if the buyer does not select the winning design or written entry, the buyer agrees that Lummys, after thirty (30) or more days have passed following the project end date, may select the winning design or written content and pay the award(s) on behalf of the buyer. Buyers who request a refund of charges that are refundable under Lummys's money back guarantee must request such refund within 30 days after their project end date.

Additionally, you agree that when you are a buyer in a project, you will complete wrap-up in your project within thirty (30) days after your project ends. You authorize us to release funds to pay the winning creative(s) if more than thirty (30) days have passed since your project ended (the winning creative will still be required to complete project wrap-up and to deliver the final files to you under their agreement with you). You agree not to enter into any contractual provisions in conflict with this Agreement. You further agree that any provision in a Buyer Contract that conflicts with this Agreement is void.

You covenant and agree to act in good faith and engage in fair dealing in connection with the Buyer Contract. Additionally, you acknowledge and agree that the value, reputation, and goodwill of Lummys depends in part on your performance of your covenants and agreements. You further agree that we have the right to take such actions, including without limitation suspension, termination, or legal actions, as we in our sole discretion deem necessary to protect the value, reputation, and goodwill of Lummys.

(c) Taxes and Reporting. Each member is solely responsible for satisfying all income tax, payroll tax, payroll withholding, sales and use tax, governmental reporting and other legal requirements under applicable law, including without limitation those applicable to the purchase and sale of services provided by creatives, from and by independent contractors. You acknowledge that Lummys will not issue 1099 tax forms and further agree that if you are a U.S. buyer purchasing services from U.S. creatives, you are solely responsible to issue 1099 tax forms to those creatives.

(d) No Agency. No agency, franchise, partnership, joint-venture, or employee-employer relationship is intended or created by this Agreement.

(e) Links To Third Party Content. You may find on the Site links to other sites. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such sites or resources; or (ii) the content, advertising, or products on or available from such sites or resources. The inclusion of any link on the Site does not imply that we endorse the linked site. You use the links at your own risk and expressly relieve us from any and all liability arising from your use of any third-party website.

(f) User entries. You shall be solely responsible for your own entries and all content you post on the Site, and the consequences of posting or publishing entries or content. When uploading entries or comments to the Site, you affirm, represent and/or warrant that: you own or have the necessary licenses, rights, consents and permissions to use and authorize us to use all patent, trademark, trade secret, copyright, or other proprietary rights in and to any and all of your entries of content, to enable inclusion and use of your entries and content in the manner contemplated on the Site and in this Agreement.

**5. Fees**

There is no cost to becoming a member on the Site or in browsing most of the Site. We charge fees to buyers who use our services. When you post a project as a buyer or use a service that has a fee associated with it, you will have always have an opportunity to review and accept the fees that you will be charged. We may choose to temporarily change the fees for our services for promotions or for new services. All fees are quoted in U.S. Dollars. You agree to pay in a timely manner and with a valid payment method, all fees applicable to your use of the services. If your payment method fails, we may collect fees owed using other collection mechanisms.

**6. Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THIS SITE SHALL BE AT YOUR SOLE RISK. THIS SITE AND THE SERVICES PROVIDED BY US ARE PROVIDED ”AS IS,” AS AVAILABLE, AND WITHOUT ANY WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE). WE MAKE NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, IDENTITY OR RELIABILITY OF ANY THIRD PARTY, OR AS TO THE ACCURACY OF THE POSTINGS MADE ON THE SITE BY ANY THIRD PARTY. WE CANNOT GUARANTEE CONTINUOUS OR SECURE ACCESS TO OUR SERVICES OR THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS. OPERATION OF THE SITE MAY BE AFFECTED BY FACTORS OUTSIDE OF OUR CONTROL. TO THE FULLEST EXTENT LEGALLY PERMITTED, LUMMYS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, WHICH YOU RECEIVE FROM US OR THROUGH THE USE OF OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

**7. Release of Liability**

You will not hold Lummys, its officers, directors, employees or agents responsible for other users’ actions or inactions, including their posts. You acknowledge and agree that we are not a traditional auctioneer. We provide a venue to allow anyone to offer, sell and buy services, at anytime, from anywhere. Except when purchasing Creative Services for its own use, Lummys is not a party to any contract for Creative Services. We do not guarantee the quality, safety or legality of Creative Services, the truth or accuracy of project listings or member information, the qualifications, background, or abilities of members, the ability of creatives to deliver Creative Services, or that members will complete a transaction. Each creative and buyer must look solely to the other for enforcement and performance of all the rights and obligations pursuant to the transactions it entered into with the other on Lummys.com, and any other terms, conditions, representations, or warranties associated with such transactions.

If you have a dispute with another Member, you release Lummys (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute. You hereby waive California Civil Code §1542 (and any analogous law in any other applicable jurisdiction), which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” You further acknowledge that this waiver is an essential and material term of this agreement, and that without such waiver, we would not have entered into this Agreement.

You will not hold us liable to you or any other member for any special, indirect, consequential or punitive damages pursuant to this agreement, including but not limited to, loss of profits, loss of business opportunities or loss of goodwill or reputation, even if advised of the possibility of such damages.

This Site is controlled and offered by us from facilities in the United States of America. We make no representations that the Site is appropriate or available for use in other jurisdictions. Those who access or use the Site from other jurisdictions do so as their own choice and are solely responsible to comply with local law.

Notwithstanding any other provision of this agreement, in no event will our liability to you for any action or claim related to the services provided under this agreement, whether based on contract, tort, negligence or any other theory of liability, exceed the greater of: (a) $100 or (b) the total fees you paid to us in the three months prior to the action giving rise to the liability. . Some states and jurisdictions do not allow for the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to you.

**8. Indemnity**

You agree to defend, hold harmless and indemnify Lummys, its officers, directors, employees and agents, from and against any and all losses, costs, expenses, damages or other liabilities (including reasonable attorneys’ fees) incurred by us from and against any cost, liability, loss, damage, cause of action, claim, suit, proceeding, demand or action brought by a third party against us: (a) in connection with your use of the Services or the use of the Service using your account, including any payment obligations incurred through use of the Services; or (b) resulting from: (i) your use of the Site (ii) your decision to supply credit information via the Site, including personal financial information; (iii) your decision to submit postings and accept offers from other members; (iv) any breach of contract or other claims made by members with which you conducted business through the Site; (v) your breach of any provision of this Agreement; (vi) any liability arising from the tax treatment of payments or any portion thereof; (vii) any negligent or intentional wrongdoing by any member; (viii) any act or omission of yours with respect to the payment of fees; (ix) your dispute of or failure to pay any invoice or any other payment; and/or (x) your obligations to another member. This defense and indemnification will survive this Agreement and your use of the Site.

**9. Intellectual Property**

(a) Content License and Access. When you submit content to the Site, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free sub-license-able and transferable license to use, reproduce, distribute, prepare derivative works of, display and perform the content in connection with the Site, in any media known now or in the future.

Subject to and conditioned on compliance with this Agreement, we grant you a limited license to access and to use the Site for the purpose of buying and selling the services offered by creatives.

You cannot and must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on, repost or otherwise use any content found on Lummys.com in any way for any public or commercial purpose without our prior written consent or the consent of the rights holder. Unless you are otherwise lawfully entitled to do so, you cannot and must not use any content found on the Site on any other site, in a networked computer environment, or in any medium, for any purpose except your own internal viewing. You agree that you will not attempt to reverse engineer or attempt to interfere with the operation of any part of the Site unless expressly permitted by law.

The Site or any portion thereof may not be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by us, in writing.

(b) Reservation of Rights; Limited Licenses. We and our licensors retain all of its right, title and interest in and to all patent rights, inventions, copyrights, know-how and trade secrets relating to the Site. The Lummys logo and name are trademarks of Lummys, and may be registered in certain jurisdictions. All other product names, company names, marks, logos and symbols on Lummys.com may be the trademarks of their respective owners. Except as expressly stated above, nothing in this Agreement confers any license under any of our or any third party’s intellectual property rights, whether by estoppel, implication or otherwise.

(c) Abuse of Intellectual Property Rights. Please report problems, offensive or infringing content, and policy violations to us. We want to make sure that the content on the Site does not infringe upon the copyright, trademark or other rights of third parties. If you believe that your rights have been violated, please notify us at the following link and we will investigate:

**10. Notices**

Unless you otherwise tell us in writing, we will communicate with you by email (using the email you provided to us during the registration process, as amended by you) or by posting communications on the Site. You consent to receive communications from us electronically and you agree that these electronic communications satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication 24 hours after we send it to the email address you have provided to us (unless the sender is notified that the email address is invalid), or when we posts such communication on the Site. You must keep your email address updated, and you must regularly check the Site for postings. We may also give you legal notice to the address provided during the registration process (as amended by you). In such case, notice shall be deemed given three days after the date of mailing. All notices to us intended to have a legal effect concerning this Agreement must be in writing and delivered either in person or by a means evidenced by a delivery receipt, to the following address:

Pair of Shoes Marketing

6513 Pebble Brooke Rd.

Baltimore, Maryland 21209

Attn: Lummys

Such notices to Lummys are deemed effective upon receipt.

**11. Resolution of Disputes**

If a dispute arises between you and us, our goal is to resolve such dispute quickly and cost effectively. Accordingly, you and we agree that we will resolve any claim or controversy at law or equity that arises between us out of this Agreement or the Services (a “Claim”) in accordance with this section, entitled “Resolution of Disputes.” Before resorting to these alternatives, you agree to first contact us directly to seek a resolution.

(a) Law and Forum for Disputes. This Agreement is governed in all respects by the laws of the State of Maryland without giving effect to any principle that may provide for the application of the law of another jurisdiction. You agree that any claim or dispute you may have against Lummys must be resolved by a court located in Baltimore City, Maryland, or as described in the Arbitration paragraph below. You hereby submit to the personal jurisdiction of the courts located within Baltimore City, Maryland for the purpose of litigating all such claims or disputes. ANY CAUSE OF ACTION YOU MAY HAVE WITH RESPECT TO LUMMYS.COM MUST BE COMMENCED WITHIN 30 DAYS AFTER IT ARISES, OR THE CAUSE OF ACTION IS BARRED.

(b) Arbitration. For any claim arising between you and us (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than $10,000, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. A party electing arbitration must initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration will be conducted by telephone, online and/or be solely based on written entries, the specific manner will be chosen by the party initiating the arbitration; (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) if an arbitrator renders an award the party receiving the award may enter any judgment on the award in any court of competent jurisdiction.

(c) Improperly Filed Claims. Should you file a claim contrary to this section entitled “Resolution of Disputes,” we will be entitled to recover attorneys’ fees and costs up to $2,000, provided that we have notified you in writing about the improperly filed claim, and you have failed to promptly withdraw the claim.

**12. Termination**

This Agreement shall become effective upon your acceptance or your use of the Site, and shall continue until terminated by us or you as provided for under the terms of this Section. Unless otherwise agreed to in writing between the parties, either party may terminate the Agreement at any time upon notice to the other party. In such event, (i) we shall continue to perform those Services necessary to complete any open transaction between you and another member; and (ii) you shall continue to be obligated to pay us and any creatives for any Services for which you have engaged from us or such creatives in order to complete any such transactions.

When your membership is terminated, you may no longer have access to data, messages, files and other material you keep on the Site. The material may be deleted along with all your previous posts and bids.

**13. Site Policies**

The following policies are part of this Agreement and provide additional terms and conditions related to specific services offered on Lummys.com (collectively, “Site Policies”):

Privacy Policy

Copyright Policy

We reserve the right to change each of the Site Policies. Changes take effect when we post them to the Site. When using services on the Site, you are subject to all posted policies and rules applicable to the services you use. All such policies are expressly incorporated into this Agreement.

**14. General**

Lummys is located in Baltimore, Maryland. You agree that the Site shall be deemed solely based in Maryland and that the Site shall be deemed a passive website that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Maryland. We may amend this Agreement at any time and in our sole discretion by posting the revised terms on this site. Unless otherwise stated in such revision, the revised terms will take effect when they are posted. You are responsible for reviewing the notice and any changes. This Agreement may not be otherwise amended except in a writing signed by both you and us. Your continued use of the Site and our services following changes to the Agreement will constitute your acceptance of changes or modifications to this Agreement. If you do not agree to any changes to this Agreement, do not continue to use the Site or our services.

This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter of this Agreement. The following sections survive any termination of this Agreement: 4, 5, 6, 7, 8, 9,and 11.

You are responsible for compliance with applicable local laws, keeping in mind that access to the contents of this Site may not be legal for or by certain persons or in certain countries. Lummys will not be considered to have modified or waived any of our rights or remedies under this Agreement unless the modification or waiver is in writing and signed by an authorized representative of Lummys. No delay or omission by us in exercising our rights or remedies will impair our rights or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. If any part of this Agreement is held to be unenforceable, the unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full force and effect. Nothing in this Agreement or related policies should be deemed to confer rights or benefits on third parties. You will not transfer, assign or delegate your rights or obligations (including your Account) under this Agreement to anyone without the our express written permission, and any attempt to do so will be null and void. We may assign this Agreement without restriction.

Except for the payment of fees to us, neither you nor we shall be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party shall be extended by the period of such delay.

The boldface paragraph headings in this Agreement are included for ease of reference only and have no binding effect. This Agreement and all policies and documents referenced in this Agreement comprise the entire agreement between you and us with respect to the use of this Site and our services and supersede all prior agreements between the parties regarding the subject matter contained herein as well as any conflicting or inconsistent terms in any websites that link to or are linked from this Site.