

Internal Use Only:

PO# _____

Order Quantity _____

**SIGN-ZONE, LLC
TERMS OF USE &
LIABILITY WAIVER AGREEMENT**

This Agreement releases Sign-Zone, LLC, dba Showdown Displays (hereinafter “Showdown Displays”), the manufacturer of the product Jingle Brella (#BT48), a handheld umbrella with a sound chip and speaker embedded in the handle (hereinafter the “PRODUCT”) from all liability relating to intellectual property claims, including all claims of copyright and trademark infringement, that may occur hereinafter after receiving the PRODUCT.

1. Entire Agreement

This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions.

IN WITNESS WHEREOF, this Agreement was signed by the Parties under the hands of their duly authorized *officers* and made effective as of the date first written below. By signing below, you agree to all terms and conditions listed herein.

PURCHASER

Sign-Zone, LLC

Date

Date

Showdown Displays offers the PRODUCT with the terms, conditions, and notices as follows. The Purchaser must agree to the terms before the Purchaser will be allowed to purchase the PRODUCT. Sign-Zone, LLC reserves the right to refuse to upload any sound(s).

2. Terms of use

The PRODUCT is offered to the Purchaser conditioned upon the Purchaser’s acceptance without modification of the terms, conditions, and notices contained herein.

3. The PRODUCT

- (a) Showdown Displays manufactures and offers for sale the PRODUCT, which generally comprises a handheld umbrella having a sound chip and speaker embedded in the handle. A feature of the PRODUCT is that the sound clip enables the PRODUCT to store and play sounds including music or sound clips. The PRODUCT is manufactured and sold with the sound chip formatted and containing no data.
- (b) Showdown Displays ONLY SELLS the PRODUCT. Showdown Displays DOES NOT sell sounds including music or sound clips. Showdown Displays DOES NOT sell the PRODUCT in combination with sounds.

4. Customization of the PRODUCT

- (a) Sounds are generally uploaded onto the PRODUCT after the purchaser has obtained possession of the PRODUCT. At the specific request of the Purchaser, Showdown Displays may provide the services of uploading sounds onto the PRODUCT during the manufacturing stage of the PRODUCT. Showdown Displays may charge for the services of uploading sounds onto the PRODUCT during the manufacturing stage of the PRODUCT.
- (b) When sounds are uploaded onto the PRODUCT during the manufacturing stage of the PRODUCT, (i) the Purchaser has agreed to purchase the PRODUCT without the uploaded sounds, (ii) the uploaded sounds are specifically provided to Showdown Displays by Purchaser, and (iii) the sounds are uploaded onto the PRODUCT only after verification by the Purchaser that the Purchaser is the owner of the sound or has a valid legal license to use and disseminate the sound.
- (c) Showdown Displays DOES NOT have a valid legal license to use and disseminate or own any copyright(s) to sounds uploaded onto the PRODUCT either during the manufacturing stage or after the purchaser has obtained possession of the PRODUCT.
- (d) Logos, slogans, colors, printed material, or the various combinations may also be applied to the PRODUCT during the manufacturing stage of the PRODUCT at the specific request of the Purchaser or alternatively, applied to the PRODUCT after the Purchaser has obtained possession of the PRODUCT. When logos, slogans, colors, printed materials or the various combinations are applied to the PRODUCT during the manufacturing stage of the PRODUCT, (i) the Purchaser has agreed to purchase the PRODUCT without the logos, slogans, colors, printed materials, or the various combinations, (ii) the logos, slogans, colors, printed materials or the various combinations are specifically provided to Showdown Displays by Purchaser, and (iii) the logos, slogans, colors, printed materials or the various combinations are applied to the PRODUCT only after verification by the Purchaser that the Purchaser is the owner of the logos, slogans, colors, printed materials or the various combinations or has a valid legal license to use and disseminate the logos, slogans, colors, printed material or the various combinations.
- (e) Showdown Displays DOES NOT own any intellectual property rights, including trademark and copyright rights to any logos, slogans, colors, printed materials, or the various combinations applied to the PRODUCT either during the manufacturing stage or after the purchaser has obtained possession of the PRODUCT.

5. Verification of non-infringement of intellectual property

- (a) By executing this agreement, Purchaser admits that Purchaser is the owner of any and all sounds or has a valid legal license to use and disseminate any and all sounds uploaded onto the PRODUCT during the manufacturing stage by Showdown Displays.
- (b) By executing this agreement, Purchaser further admits that Purchaser is the owner of any and all logos, slogans, colors, printed material, or the various combinations or has a valid legal license to use and disseminate any and all logos, slogans, colors, printed materials, or the various combinations.

6. Indemnification

By executing this agreement, Purchaser agrees to fully indemnify, defend, and hold harmless Showdown Displays from and against any and all claims, losses, damages, expenses, and liability resulting from intellectual property infringement including copyright infringement and trademark infringement resulting from (1) sounds uploaded onto the PRODUCT during the manufacturing stage of the PRODUCT and sounds uploaded onto the PRODUCT after the purchaser has obtained possession of the PRODUCT and (2) logos, slogans, colors, printed materials or the various combinations applied to the PRODUCT during the manufacturing stage of the PRODUCT or applied to the PRODUCT after the purchaser has obtained possession of the PRODUCT.

7. Severability

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.