

**GIPPER MEDIA, INC.  
728 20<sup>th</sup> St.  
Santa Monica, CA 90402**

January 19, 2021

Randall K. Cooper High School  
2855 Longbranch Road  
Union, KY 41091

Re: Engagement of Gipper Media, Inc.

Dear Sir or Madam:

We are pleased that you have agreed to work with Gipper Media, Inc. (the "Company") commencing from your acceptance of this letter.

The Company will provide you the following through one year from the date of acceptance of this letter, at a cost of \$562.50, payable in full within 30 days of acceptance of this letter by you:

1. The use of and access to the Gipper Graphics Platform (BASIC - ATHLETIC)

This agreement shall then automatically renew for further one (1) year terms, on the same terms and conditions, other than payment (of \$625) being due in full on each renewal date, unless either party provides notice to the other of its intent to terminate this agreement not less than thirty (30) days before the end of the the current term. This agreement will also cover any upgrades to your service or purchases of new Gipper products and services.

If these terms, including Gipper's Terms of Service and Rules (available on [gogipper.com](http://gogipper.com)) are acceptable to you, please indicate so by signing where indicated below and returning this letter to me at the above address or at [mglick@gogipper.com](mailto:mglick@gogipper.com). We look forward to you becoming a Gipper Media, Inc. Partner School.

Sincerely,

GIPPER MEDIA, INC.  
Matthew A. Glick, President

AGREED AND ACCEPTED:

RANDALL K. COOPER HIGH SCHOOL

By:

Name:

Date:



# Gipper Media, Inc.

## Terms of Use

Thank you for using Gipper! Gipper enables you to create content and graphics for your organization's social media channels. These Terms of Use ("Agreement") are between you and Gipper Media, Inc. ("Company" or "we" or "our" or "us") and govern your browsing, viewing and other use of the Gipper web site and the services we offer (collectively, the "Service").

BEFORE USING THE SERVICE, PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING ON "ACCEPT" OR OTHERWISE USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT, INCLUDING THE PROVISIONS OF SECTION 13 UNDER WHICH YOU AGREE NOT TO BRING OR PARTICIPATE IN CLASS ACTION CLAIMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN PLEASE DO NOT CLICK "ACCEPT" OR OTHERWISE USE THE SERVICE.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS DOING SO ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT HE OR SHE HAS THE REQUISITE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES AND ALL USERS WHO ACCESS OUR SERVICES THROUGH SUCH ENTITY'S ACCOUNT TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY, ITS AFFILIATES AND USERS ASSOCIATED WITH IT. YOU UNDERSTAND AND AGREE THAT YOUR RELATIONSHIP WITH COMPANY IS LIMITED TO BEING A USER OF THE SERVICE, AND NOT AN EMPLOYEE, AGENT, JOINT VENTURER OR PARTNER OF COMPANY FOR ANY REASON, AND YOU ACT EXCLUSIVELY ON YOUR OWN BEHALF AND FOR YOUR OWN BENEFIT, AND NOT ON BEHALF OF OR FOR THE BENEFIT OF COMPANY.

Note for Children. The Services are not for persons under the age of 13. If you are under 13 years of age, then please do not use the Service. By clicking the "I Agree" button or by otherwise using or registering an account for the Service, you represent that you are at least 13 years of age.

The Company's Privacy Policy, at [gogipper.com/privacy-policy](http://gogipper.com/privacy-policy) (the "Privacy Policy"), describes the collection, use and disclosure of data and information (including usage data) by the Company in connection with the Service. The Privacy Policy, as may be updated by the Company from time to time in accordance with its terms, is hereby incorporated into this Agreement, and you hereby agree to the collection, use and disclosure practices set forth therein.

1. User Content. You represent and warrant to Company that (a) you own all photographs, content and other materials which you upload or otherwise make available on or to the Service ("User Content"), or otherwise have all necessary rights to do so, and (b) you are in no way violating or infringing upon the intellectual property rights or other rights of others. Upon our request, you agree to provide evidence of all required permissions from the applicable intellectual property owners. Furthermore, you agree to pay all license fees, royalties or any other amounts which may be owed to any person in connection with any User Content which you upload to the Service.

While you will retain ownership of your User Content, you grant Company a worldwide, perpetual, irrevocable, non-exclusive, transferable, sublicensable, fully-paid and royalty-free

license to use, copy, modify, create derivative works of, display, publicly perform, and distribute any User Content for any purpose whatsoever, in any medium or format, on any platform, and via any distribution channel or service.

You acknowledge that the Company cannot prevent users from placing prohibited or inappropriate User Content on the Service. In addition, the Company does not monitor or review all User Content posted on the Service. If at any point Company does choose to monitor the Service, in no event will Company have any liability or responsibility for modifying or removing any User Content or for failing to modify or remove any User Content. Under no circumstances will Company have any liability or responsibility whatsoever for the conduct of any user on the Service or the content, quality, character or accuracy of any User Content or the use of any User Content by any person.

Company reserves the right to reject or remove any User Content, messages or other materials from the Service without notice to the user, for any reason or no reason. This includes the right to suspend a user's ability to access or utilize the Service in Company's sole discretion and without prior notice. Company shall have no liability whatsoever in exercising these rights.

2. **Proprietary Rights; Confidentiality.** As between you and the Company, the Company owns all worldwide right, title and interest, including all intellectual property and other proprietary rights, in and to the Service, all templates, images, videos and other content available in connection therewith (excluding User Content) and all usage and other data generated or collected in connection with the use thereof (the "Company Materials"). Company grants you a nonexclusive, nontransferable, revocable right to use, copy, modify, create derivative works of, display, publicly perform, and distribute the templates made available by the Service to publish content for your organization via designated social media channels. Under no circumstances may you resell the Company Materials or otherwise use them for commercial purposes. Except for the foregoing license, you agree not to license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make any unauthorized use of, the Company Materials. You agree not to reverse-engineer, decompile, disassemble or otherwise attempt to discover the source code, algorithm or programs underlying the Service or the Company Materials. The Company reserves the right to modify the Service or any version(s) thereof at any time in its sole discretion, with or without notice. You agree to keep strictly confidential and not use for any purpose any confidential or proprietary information the Company provides or makes available to you in connection with your use of the Service.

3. **Fees.** You will be charged on an annual basis for your use of the Service, unless (a) we have agreed to a different subscription length or (b) you are using a free "sandbox" account. You agree and understand that failure to pay the Company in a timely fashion may result in immediate suspension or cancellation of your account and access to the Service, without notice or liability. No refunds will be provided under any circumstances.

4. **Feedback.** You agree that the Company will have all rights to any feedback or suggestions (which may include suggested features, functionality, methods and techniques) regarding your use of the Service. As such, you assign all rights in such feedback or suggestions to the Company.

5. **Third Party Sites.** The Service may include advertisements or other links that allow you to access web Services or other online services that are owned and operated by third parties. You acknowledge and agree that the Company is not responsible and shall have no

liability for the content of such third party sites and services, products or services made available through them, or your use of or interaction with them.

6. Third-Party Services. The Service may include features or functionality that interoperate with online services operated by third parties (such services, "Third-Party Services"), pursuant to agreements between Company and the operators of such Third-Party Services (such agreements, "Third-Party Agreements" and such operators, "Operators") or through application programming interfaces or other means of interoperability made generally available by the Operators ("Third-Party APIs") which Company does not control. Third-Party Agreements and Third-Party APIs (and the policies, terms and rules applicable to Third-Party APIs) may be modified, suspended or terminated at any time. Company shall have no liability with respect to any such modification, suspension or termination. You are responsible for ensuring that your use of the Service in connection with any Third-Party Service complies with all agreements, policies, terms and rules applicable to such Third-Party Service.

7. Prohibited Uses. As a condition of your use of the Service, except as otherwise provided above, you agree not to: (a) use the Service for any unlawful, offensive, harmful, invasive, infringing, defamatory, misleading, abusive, disruptive, or fraudulent purpose or to transmit content which is defamatory, obscene, harassing, pornographic, violent or otherwise objectionable or in violation of this Agreement; (b) use the Service in any manner that, in our sole discretion, could damage, disable, overburden, impair or interfere with any other party's use of it (including by distributing viruses, worms, Trojan horses, corrupted files, hoaxes, time-bombs, cancelbots or other malicious software code); (c) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service; (d) not to scrape or otherwise use automated means to access or gather information from the Service, and agree not to bypass any robot exclusion measures we may put into place; (e) not to use false or misleading information in connection with your user account, and acknowledge that we reserve the right to disable any user account with a profile which we believe (in our sole discretion) is false or misleading (including a profile that impersonates a third party); (f) violate or misappropriate the legal rights of others, including, but not limited to, privacy rights and intellectual property rights, or expose trade secrets or other confidential information of others; (g) use the Service to sell fraudulent goods or services or to offer or promote money-making schemes; (h) reproduce, duplicate, copy or resell any part of the Service; (i) distribute, publish, send or facilitate the sending of unsolicited mass email or other messages, promotions, advertising or solicitations (such as "spam"), including commercial advertising and informational announcements; (j) circumvent any aspect of the Service, including, but not limited to, permitting or facilitating unauthorized access to the Service or avoiding any usage, storage license restrictions; (k) probe, scan, penetrate, reverse-engineer, monitor or test the vulnerability of any Company system, software or network (unless authorized in writing by us) or breach our security measures, whether directly or indirectly; or (l) use the Service in any other manner not authorized by us or in any manner that we reasonably believe to be damaging to our reputation, business, system or network or may result in retaliation or legal action against us by an offended party.

8. Additional Terms. When you use certain features or materials on the Service, or participate in a particular promotion, event or contest through the Service, such use or participation may be subject to additional terms and conditions posted on the Service. Such additional terms and conditions are hereby incorporated within this Agreement, and you agree to comply with such additional terms and conditions with respect to such use or participation.

9. Termination. You agree that the Company, in its sole discretion and for any or no reason, may terminate this Agreement at any time with appropriate notice, provided that you will be able to continue to use the Service for the duration of your subscription. The Company may

also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that the Company shall not be liable to you or any third-party for any such termination. Sections 1, 2 (excluding the license granted therein) and 8 through 13 will survive any termination of this Agreement.

10. Disclaimers; No Warranties. THE SERVICE, THE COMPANY MATERIALS AND ANY MEDIA, INFORMATION OR OTHER MATERIALS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY AND ITS LICENSORS, SERVICE PROVIDERS AND PARTNERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. THE COMPANY AND ITS LICENSORS, SERVICE PROVIDERS AND PARTNERS DO NOT WARRANT THAT THE FEATURES AND FUNCTIONALITY OF THE SERVICE OR ANY THIRD-PARTY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE AVAILABLE THE FEATURES AND FUNCTIONALITY THEREOF ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

11. Indemnification. You agree to indemnify and hold the Company and its affiliated companies, and each of their officers, directors and employees, harmless from any claims, losses, damages, liabilities, costs and expenses, including reasonable attorney's fees, (any of the foregoing, a "Claim") arising out of or relating to your use or misuse of the Service, breach of this Agreement or infringement, misappropriation or violation of the intellectual property or other rights of any other person or entity, provided that the foregoing does not obligate you to the extent the Claim arises out of the Company's willful misconduct or gross negligence. The Company reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

12. Limitation of Liability and Damages. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE COMPANY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT ARISE OUT OF OR RELATE TO THE SERVICE, INCLUDING YOUR USE THEREOF, OR ANY OTHER INTERACTIONS WITH THE COMPANY, EVEN IF THE COMPANY OR A COMPANY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE THE COMPANY'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL THE TOTAL LIABILITY OF COMPANY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS OR SERVICE PROVIDERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SERVICE EXCEED THE AMOUNT YOU PAID FOR THE SERVICE DURING THE 3-MONTH PERIOD PRECEDING THE CLAIM.

13. **Miscellaneous.** The Company may make modifications, deletions and/or additions to this Agreement ("Changes") at any time. Changes will be effective: (i) thirty (30) days after the Company provides notice of the Changes, whether such notice is provided through the Service user interface, is sent to the e-mail address associated with your account or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of this Agreement incorporating the Changes, whichever comes first. Under this Agreement, you consent to receive communications from the Company electronically. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to this Agreement or the Service shall be filed only in the state or federal courts in the State of New York (or a small claims court of competent jurisdiction) and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. Notwithstanding the foregoing, either party may petition any court of competent jurisdiction for injunctive or other equitable relief. You agree not to bring any claims as a plaintiff or class member in any purported class or representative action or proceeding. The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in a writing, signed by both parties, or by a change to this Agreement made by the Company as set forth herein.

14. **Contact.** The services hereunder are offered by Gipper Media, Inc., email: [support@gogipper.com](mailto:support@gogipper.com); address: 240 Waverly Pl #54, New York, NY 10014.

