

Terms of use (Terms of Agreement) for Embrioo.com

Valid for all Embrioo Users. Release date April 2011. Version 2.01

Dear user, this is an important legal document which you must consider carefully when choosing whether to use the www.embrioo.com website at any time and particularly upon registration and undertaking any actions in your capacity of a registered Member of the website (User).

This Agreement was released and posted on April 15, 2011. Any further amendments take place and are and shall be applicable and binding for all the registered members at the time of posting.

THE FOLLOWING DESCRIBES THE TERMS ON WHICH **EMBRIOO.COM** OFFERS YOU ACCESS TO OUR SERVICES AND STIPULATES THE RIGHTS AND OBLIGATIONS OF THE PERSONS /MEMBERS or USERS/ WHICH USE THE SERVICES OF THE WEBSITE WWW.EMBRIOO.COM THE OWNER OF THE WEBSITE ITSELF AND THE ADMINISTRATION OF THE WEB-SITE IN GENERAL.

Acceptance of the Terms of Agreement

(1) These Terms of use ("Terms of agreement" or "Agreement") is a contract between you as a registered member (User) and Concept for you LLC – Sofia, Bulgaria (UIC 200716069), trading as Embrioo.com, ("Embrioo.com", "Embrioo", "we" or "us") which operates the www.embrioo.com website ("Site"). The Site and its services are offered to you conditional on your acceptance of the present Terms of Agreement and the declarations and statements you made, will made or will be required to make when using the Site.

Please review the terms and conditions set out below before using the Site – it is a condition for your registration and activities in the Site. Your confirmation of the declarations and statements upon registration and the subsequent use of the Site after registration will signify your acceptance of these Terms of Agreement.

(2) This Agreement and all policies and terms incorporated by reference (including the declarations and statement) constitute the entire agreement between you and Embrioo.com as to its subject matter.

(3) If you do not agree to any of these terms and conditions you should immediately cease to use the Site and terminate your registration or not continue with the registration and the payment of the membership fee. Please note that we may close, suspend, or limit your access to your Embrioo.com account ("Account") or the Services provided by us on the Site ("Services"), if you carry out activities which are in contravention of this Agreement and its associated policies, terms or declarations and statements you have or will make, incorporated by reference in the Site.

Amendment of User Agreement

Embrioo.com may amend or modify this Agreement in whole or in part from time to time, without notice, by posting an amended Terms of Use (Terms of Agreement) on the Site or any linked information. Such updated version of the Agreement will be effective at the time we post it.

1. ELIGIBILITY

1.1. Embrioo.com offers its Services to its Users which are registered Members. The members are two types – Creative members and Buyers, with the relevant rights and obligations and different access to the Site contents and roles in the Services provided by the Site as explained below.

We shall have absolute discretion as to whether or not we accept a particular applicant for participation in the service as a member, regardless of his/her capacity and role.

The Site is available only to individuals or corporate entities that can form legally binding contracts under applicable law. However, such legal entities are and should be represented by individuals, for which reason the registration procedure and the membership are subject to and adjacent to the individual data and identification of a given member, as also the terms of registration and provision of services are oriented to the individuals being members, rather than such being a legal entity.

1.2. Without limiting the foregoing, this Site and its services are not available to persons under 18 years of age. If Users do not qualify, they cannot use any of Embrioo.com's Services including, but not limited to, those that require the User's ability to form legally binding contracts, to make and confirm legally binding declarations and statements, to make or receive payments, etc. Each User is responsible for the data, information, files, images and objects which are uploaded in their Account and for the contents and the data, information, files, images and objects uploaded and filled in the declarations and statements, registration forms, concept briefs and drafts or finalized concepts they post or work on, as also what occurs on

their Account or briefs posted and must report to us any unauthorized use of their Account or data, information, files, images and objects which occur in the briefs posted or concepts developed.

2. USERS

2.1. The terms "You", "Your", "User", or "Users" refer to anyone accessing our Services or Site for any reason by registering an Account and getting in such way the capacity of a member – a Creative member or a Buyer. Membership is subject to registration by filling information and data in a registration form, confirmation of personal declarations and statements, including the acceptance of this Agreement and payment of an annual membership fee under the conditions of this Agreement and to the amount/s/ announced by the Site.

2.2. Embrioo.com provides a venue to introduce Users who wish to provide professional services ("Creative Members") and Users who seek such professional services in various fields and industries ("Buyers") and they respectively or jointly are referred to as the "Parties" and individually as a "Party". The Site enables Users to identify the needs or proposals of each other to work on a particular task (project, concept), to exchange information and briefs between each other and ultimately - work together online with the mediation of the Site and its administration to complete and pay for concepts developed whereas:

a. the Creative members are entitled to post their own briefs which may contain own ideas, concepts, or proposals to be reviewed by Buyers or to be developed with the assistance and participation of other Creative members aiming the finalization of "360 degrees" concepts offered for public sale, in different industries and categories;

b. the Buyers are entitled to search and review "rough ideas", draft concepts, completely developed concepts or proposals posted by the Creative members or developed further by teams of such for public sale, or post their own briefs on tasks (assignments) they consider that can be developed by Creative members into draft concepts or finalized "360 degrees" concepts, in both cases paying through the site to acquire the legal rights for the authorized and lawful use of such;

c. Both Creative members and Buyers pay an annual membership fee to the Site for getting the capacity of Members and for the ability to participate in the Site and use its services, to the amount announced by the Site. The Site withholds under its full discretion, to estimate the price of the membership fee, to alter it or to make promotions, discounts or offer free of charge periods of use, the information on which is published in the site;

d. Upon acquiring any legal rights to use any of the published draft concepts, finalized "360 degrees" concepts or any other product offered to public sale or ordered through the site, the Buyers pay a remuneration for the respective product (concept), regardless if offered for public sale or developed under the Buyer's assignment. This remuneration is distributed to the Creative members who have developed the respective product (draft concept, concept, idea, etc.) under an approved budget incorporated in the Briefs posted or developed within and by the teams working on a respective concept. Embrioo's fee is deducted (withheld) from any such payment as a commission fee for the services offered by the site and as such Embrioo is not a deliverer of any service related to the development of any product offered in the site.

3. LEGAL RELATIONSHIP BETWEEN YOU AND EMBRIOO.COM

3.1 Termination

Embrioo.com reserves the right to terminate the participation of any User without reason but expressly including any User that Embrioo.com and its administration judges to be in violation of this Agreement and the Statements and declarations made by the User. Without limiting the foregoing, Embrioo.com may terminate the participation of a User if we think that they are creating problems, legal liabilities (actual or potential), infringing someone else's rights, engaging in fraudulent, immoral or illegal activities, or for other similar reasons.

3.2 Relationship between Users

The relationship resulting from posting Briefs and working on a particular concept or idea is defined in general as a project.

(1) The only parties to a project are the Creative member/s/ and the Buyer/s/. This relation is constituted in three general cases:

1. Upon the Buyer posting a Buyer's Brief to be developed into a draft concept of finalized "360 degrees" concept by the Creative members and the Creative member's acceptance to work on such a Brief under the conditions described in the Buyer's brief, the Buyer agrees to purchase, and the Creative member agrees to deliver the Provider Services in accordance with the present Terms of agreement and/or any other contractual provisions, terms and conditions, including declarations and statements accepted and confirmed by both the Creative member and the Buyer uploaded to the Site and the project terms /Buyer's brief terms/ as awarded and accepted on the Site, to the extent not inconsistent with these Terms of Agreement. Such a relationship may occur between a Buyer on one hand and a Creative member or a team of Creative members on the other, where the interrelations in the team are governed

under the provisions of these terms of Agreement.

You agree not to enter into any contractual provisions in conflict with these Terms of agreement. Any provision of a member contract in conflict with these Terms of Agreement is void.

1. Upon a Creative member posting a Brief /rough idea or concept/, it is offered to any of the Buyers which may be interested to acquire the legal rights on it or the other Creative members to work on its development to a draft or finalized "360 degrees" concept further. Such a posting may or may not result in further development or work on the idea or concept contained and published in the posted Brief. In such cases the interrelations within a team established to work and develop such a Brief are governed under the provisions of these terms of Agreement. Upon accepting and confirming the will to buy a concept offered for public sale, the Buyer unconditionally agrees to pay the price offered (asked) and to purchase the concept as described in the brief or demos reviewed. Upon applying for a role in the Creative members' team to work on a particular Brief, the members agree to deliver the respective services, in the respective role as members of the respective team, working on the respective project.

In both cases, upon fulfillment of the conditions for the acquisition of the respective concept, the purchase is considered completed upon the effective payment of the price asked and posted in the Site for the respective project being a draft concept, idea or "360 degrees" concepts, regardless if offered for public sale or developed under Buyer's assignment. By posting a Buyer's brief, however, the Buyer has to pay a deposit to the amount of the price for the delivery of the Provider services as described in the Buyer's brief. The Site makes the Buyer's brief public and accessible by the Creative members and their teams upon the receipt of the deposit payment, being a guarantee for the completion of the respective purchase. Embrio's commission for the provision of the services in the Site is deducted from the amount of the price of the relevant project purchased by a Buyer upon confirmation of a purchase by a Buyer and/or the receipt of the funds for the respective transaction. Upon receipt of the funds for the respective transaction, the Site after deducting its commission fee, distributes to the respective Creative member or the members of the team of creative members working on the respective concept the fees (remuneration) as provided in the brief contents or the concept brief.

1. Upon posting of a Creative member's brief or Buyer's brief and upon such a brief becomes accessible by the Creative members in the Site, according to the contents of the respective Brief, the Creative members may form voluntarily teams to deliver the services required to complete the task assigned in the brief, distributing the roles and functions in these teams voluntarily and through an assigned by the team Project manager (team leader) being a User of the Site. When a Creative member posts a brief, he/she may outline the will to be a project manager for the development of the concept described in the Brief as also the professionals or the type of services required to complete the development of the concept. In any case, regardless if the creative member who posts a brief is a project manager (team leader) for the development of the concept under the brief or not, he/she retains the authorship under any copyrights or industrial property rights and objects which may be incorporated in the Brief contents until it is purchased (acquired) by a Buyer. The team leader (the project manager) assigns various creative members who have applied to work on the respective brief and distributes the respective fees (remuneration) for the roles and tasks to be completed according to a budget. This may be done by the author who posted the brief also, if he/she has confirmed the capacity of a project manager for the respective concept. When posting a Buyer's brief, a Buyer should point out the remuneration to be awarded to the Creative members necessary on his/her opinion to complete the tasks for the development of the concept under the posted Buyer's brief. Recommendations for the minimum amounts of such fees (remunerations) are provided in the Buyer's brief draft template in the Site, but they are not obligatory. However, if a Buyer points out a fee (remuneration) for a respective position (task) in the Buyer's brief or offers a final price which is insufficient or not attractive to the creative members, this may result to lack of interest by Creative members to work on the posted Buyer's Brief. In such cases the Site administration may offer to the respective Buyer to alter his/her proposal or to extend the term for the completion of the concept under the published brief. In any case the Buyer's brief becomes visible to the Creative members to start applying to work on its development into a draft concept or "360 degrees" concept only after the receipt of the amount of the deposit payable by the respective Buyer, which is equal to the amount of the offer price included in the published Buyer's brief.

3.3. Terms for delivery of services and payments:

(1) Upon posting a Buyer's brief and receipt of the deposit under section 5 below, the brief becomes accessible to the Creative members who may enroll to undertake the services required in the brief. Such undertaking may be done by one Creative member or a team of Creative members, depending on the type and scope of the services required. The scope of services and the fees for any of them are and should be followed strictly according to the Buyer's brief. Undertaking to participate in the development of a concept or draft concept under such Brief is considered as unconditional acceptance of the assignment under the respective brief by the respective Creative member/s/. Upon completing of a draft concept corresponding to a particular Brief, the draft is sent as a feedback to the respective Buyer for review and possible reply (Buyer's feedback) under the terms and conditions stipulated below.

(2) The Buyer may request more than one version of a draft concept based on his/her Brief. In such cases, if he/she is satisfied by one of the drafts received as a feedback, awards the winning team to complete the draft and the awarded team continues with the development of the draft aiming finalization as provided in the conditions below and the scope of the Buyer's brief posted. The non-winning team/s/ which have developed draft concepts under such brief are entitled, upon their will and agreement, to continue developing the concept to a final (more finalized) stage and offer it for free public sale (in the same or in another, non-competing industry section), but without using in any way, fully or partially any of the sensitive information, brand data, intellectual or industrial property rights and objects, copyright, commercial secrets and information

or texts which the Buyer has pointed out in the Brief as sensitive. For any breach of this restriction the members of the Creative team/s/ which infringed the respective Buyer's rights are fully and unlimitedly personally liable and responsible jointly and solely. This is why it is very important the Buyers to point out and outline any sensitive information (brand data, intellectual or industrial property rights and objects, copyright, commercial secrets and information or texts) in the posted Briefs.

(2) In any case, the minimum (maximum) terms for feedback on a posted Brief by a User are:

1. For a Brief posted by a Creative member – no maximum term during which the brief shall remain in the system until any Creative member enrolls for a position in the Creative members' team to complete the concept and until a Buyer is interested to acquire (purchase) the respective concept in a rough or draft version or completed as a finalized "360 degrees" concept;
2. For a Brief posted by a Buyer:

- the term for the payment of the deposit under the price announced in the Brief posted is 30 (thirty) days following the date of posting. However, if a payment is not received within maximum 3 (three) months following the posting of the respective Brief, it will be automatically erased from the system and will never become visible to the Creative members. Upon receipt of the deposit, the Buyer's brief becomes visible to the Creative members to enroll for a position in a team to develop the concept and to start working effectively on the concept within 5 (five) business days following the date of receipt of the deposit.

- The minimum term for a feedback by Creative member/s/ on a Buyer's Brief posted, for which the payment of the deposit has been received, is 30 (thirty) calendar days following the date the brief has become visible to the Creative members. If such a feedback is not received within 90 (ninety) calendar days following the date the Buyer's brief has become visible, the Site may offer the Buyer to alter the proposed price and/or fees and remunerations for the respective role (task) to complete the concept under the brief, to alter by re-editing the brief, or to extend the term for a feedback by another 90 (ninety) calendar days. "Feedback by Creative member/s/" in such cases is considered one or more of the following actions, showing any interest to work on a particular project under a posted Buyer's brief: a) any Creative member enrolling for a position in the team formed /to be formed/ to work on the particular Brief (assignment); b) delivery of a draft concept or placing any questions, asking for details or additional information on the posted Brief by Creative member/s/ who enrolled and filled the positions of the team to develop the respective concept. In case that the positions in the team necessary to develop the respective concept under a Buyer's brief are not filled in within 90 (ninety) days following the date the Buyer's brief has become visible, it is considered that no feedback is received on the respective brief or the feedback received is insufficient, and such cases the Site may undertake one or more of the actions as described above by sending the relevant proposals to the respective Buyer.

- The maximum term for a feedback and delivering of at least a draft concept on a Buyer's Brief posted (and on which a deposit has been paid) is 6 (six) calendar months following the date of receipt of the deposit. In case such a feedback has not been received for a particular brief posted by a Buyer, or the brief has not been altered, or fees or price re-considered within the 12-months term after the date the brief has become visible to the Creative members, the deposit is returned back to the Buyer who posted the Brief and paid the deposit in full, at a bank account pointed out by the Buyer, the bank fees being charged to the account and on expense of the Buyer.

3.4 User Responsibilities

(1) The responsibilities of the Creative member and Buyer are set out in the present Terms of Agreement and in the contents of the site, sub-pages, forms, declarations and statements made by the respective User when using the Site.

(2) When you enter into a transaction you create a legally binding contract with another User, unless the transaction is prohibited by law or by this Agreement.

(3) You are responsible for ensuring that you comply with your obligations to other Users. If you do not, you may become liable to that User(s) or to the Site, or both. You must ensure that you are aware of any domestic laws (including common law) international laws, statutes, ordinances and regulations relevant to you as a Buyer or Creative member, or in any other uses you make of the Site.

(4) If another User breaches any obligation to you he/she is solely responsible for enforcing any rights that you may have. For the avoidance of doubt, Embrioo.com has no responsibility for enforcing any User's rights.

(5) In general, the rights and obligations of the users in the Site are:

a. Creative member's rights and obligations:

- to fill in and post information, data, files, objects and images and any contents in the Account and the briefs posted which are correct, acquired in a legal way or used with the permission of the owner, or have been developed or created by his/her

own;

- to comply with and to undertake or to refrain to undertake any actions or omissions to act as stated in the declarations and statements accepted and confirmed in the Site;
- to comply with these terms of Agreement and not to breach any contractual relationship or obligation created hereto, or as a result of his/her activities in the Site;
- to deliver in timely and professional manner the results of its activities in the Site in the respective way, format, form and as required by a Buyer, the Site or a project manager (team leader);
- to deliver, under his/her own responsibility correct, true and complete information and data when and if required in the site;
- to receive a fee (remuneration) from the respective buyer upon purchase of a brief posted by the creative member or in case of participation in a team of creative members working on a particular brief posted by a Creative member or a Buyer;
- to be entirely and completely responsible for the payment of any taxes, fees or duties in his/her domicile;
- to retain his/her authorship rights like copyrights, rights on intellectual or industrial property posted, delivered or created, unless a purchase of such rights incorporated in a brief posted or concept purchased is completed and a respective fee (remuneration) for that has been received;
- to join in good will and good faith any Creative members' teams under the terms and conditions stipulated hereto for undertaking and executing specific tasks, projects or activities in relation to the development of Concepts, ideas or working on Buyer's brief;
- to leave under the terms and conditions of these Terms a team of Creative members on his/her own will and discretion in which cases the leaving Creative member shall be entirely bound and obliged not to disseminate, spread or use in any way the information, data, creative content, images, etc. which have been developed or produced within the Team;

b. Buyer's rights and obligations:

- to fill in and post information, data, files, objects and images and any contents in the Account and the briefs posted which are correct, acquired in a legal way or used with the permission of the owner, or have been developed or created by his/her own, in whatever capacity he/she is acting – on behalf of him/herself or a legal entity he/she is an employee (representative) of;
- to comply with and to undertake or to refrain to undertake any actions or omissions to act as stated in the declarations and statements accepted and confirmed in the Site;
- to comply with these terms of Agreement and not to breach any contractual relationship or obligation created hereto, or as a result of its (his or hers) activities in the Site;
- to deliver in timely and professional manner the information and data required to use the services of the Site in the respective way, format, form and as required by the Site, the responsibility for the use of such being entirely within his/her liability and discretion;
- to deliver, under his/her own responsibility correct, true and complete information and data when and if required in the Site;
- to make the effective payments if and when required, strictly following the instructions of the Site and to acquire the legal rights to use the results of the work performed by the Creative members, incorporated in the respective project (idea, concept or draft concept) he/she has purchased under the terms and conditions of these Terms of agreement or as stated in the Site;
- to be entirely and completely responsible for the payment of any taxes fees or duties in his/her domicile;
- to refrain from the use, fully or partially of any third person's authorship rights like copyrights, rights on intellectual or industrial property contained in the briefs posted, delivered or created in the site and reviewed by the Buyer in the Site, unless a purchase of such rights incorporated in a project (idea, concept or draft concept) purchased is completed and a respective payment has been received by the Site to be distributed to the Creative members against their services performed through the Site;
- to undertake and bear solely and fully all and any liability for breaching any third person's rights (including copyrights,

intellectual and industrial property rights and connected objects') as a result of his/her activities in the Site;

3.5 No Insurance, limitation of responsibility

(1) Embrioo.com does not offer any form of insurance or other Buyer or Creative member protection which will assist you, because our Site merely provides the online venue for Users to offer, sell, and buy professional services and the results of such and we are not otherwise involved in the transactions and interactions between Buyers and Creative members.

(2) However, some forms of payment permitted on the Site, such as PayPal or credit card, may offer limited buyer or seller protection or chargeback services and you should familiarise yourself with these before proceeding with a transaction of any kind through the Site. However, once the Buyer has confirmed that the project (idea, concept or draft concept) purchased is satisfactory to his/her needs, the conditions for charge back of any payment made are not present and in such way the charge back will not be applicable. For such reasons the term for transfer of the legal rights over a purchased project through the Site is 7 (seven) business days following the receipt of the payment or the confirmation of a purchase as completed by the respective Buyer. After the expiry of this term, the legal rights are transferred by sending a Purchase confirmation certificate (PCC) with all the original files of the respective concept attached.

Because user identification on the Internet is difficult, we cannot and does not confirm each User's purported identity.

3.6 Independent Contractors

Each User acknowledges and agrees that the relationship between Users is that of independent contractors and entities. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship between: (1) Users; or (2) between us and any User.

3.7 Services offered by Embrioo.com

(1) Embrioo.com offers a wide range of content, products, services, benefits, and other resources on the Site of particular interest to the Creative members and to enable them to efficiently and cost effectively manage their careers, professions, and businesses. These Services are for use only under a non-exclusive, non-transferable, and non-assignable license under these Terms of Agreement. You do not have the right to copy, sell, or otherwise exploit for any commercial purpose the Services or content (in whole or in part), access to this service or use of this service.

(2) Some of the Services offered at the Site may include feedback to questions by Users of this service and/or articles with original or copyright protected content and opinions. Use of this content or links to this content is at the User's own risk. No warranty is made that the information is accurate or reliable being entirely dependent on the User's diligence and Embrioo.com and its related entities, directors, officers and agents disclaim all and any liability and responsibility for any direct or indirect loss or damage you may suffer relying on anything contained in or omitted from this content.

3.8 Terms of use

The User understands and agrees to the following terms:

1. Our Site merely acts as an online venue to allow Users to offer and buy professional services (and the results thereof) and interrelate between each other. You acknowledge and agree that Embrioo.com is not involved in the actual transaction between the Creative members and Buyers of offering and buying professional services. As a result, Embrioo.com has no control over the quality or legality of the professional services provided by Users on our Site, or the ability of Creative members to provide the required (assigned) services or the Buyers to pay for the services. We do not guarantee that a User will actually complete a transaction or act lawfully in using the Site.
2. Some of the content provided at the Site may relate to various subjects such as information pertaining to legal matters, financial matters, health matters, and other matters for which the content of is provided in an advisory nature. This information is provided solely for informational and general non-advisory purposes. If desired, Users should use their own efforts to confirm such information with a professional(s) in the pertinent field(s). All of the information that Embrioo.com provides should not be considered professional, medical, legal, technical, or any other discipline-specific advice and base any business decisions, transactions or any legal actions on such information.
3. The Site is a dynamic time-sensitive web site. As such, the information on the Site will be changed frequently. It is possible that some information could be considered offensive, harmful, incomplete or inaccurate, and in some cases may be mislabeled or deceptively labeled accidentally by Embrioo.com or accidentally or purposefully by a third-party, regardless of whether such third parties are with or without a legitimate business purpose.
4. Embrioo.com provides unmonitored access to third-party content. Embrioo.com is only acting as a venue and/or portal, and has no liability based on, or related to, the third-party content on this Site, whether arising under the laws of copyright or other intellectual property, defamation, libel, privacy, obscenity, or any other legal discipline. This web site may contain links to third-party web sites. Embrioo.com does not control nor always review the web sites to which the links may lead from the Site. Embrioo.com, therefore, cannot endorse the content, products, services, practices, policies, or performance of the web sites the links may lead to from the Site and Users should not treat any link as such an endorsement or acceptance of veracity or value.
5. Embrioo.com does not have the resources to nor does it undertake any obligation to, control, research, verify, validate, or approve the content that is received or viewed on its web site. Embrioo.com expects that the User will

undertake necessary activities and practices and will use caution and common sense (due diligence) when using Embrioo.com for User's Account, to offer and receive professional services and the results of such thereto. However, from time to time the administration of Embrioo.com may check or monitor the contents, information, data, links and other information implemented in the Accounts or the briefs and concepts posted and delivered through the Site. In case Embrioo.com finds out or judges that a violation or a possibility of violation or breach of any third party's rights may occur or has occurred, it has the right to immediately erase this contents, in whole or partially, or to stop and prevent the access of any User to its Account and the Site in general.

4. FEES

4.1. All fees are set forth in the documents, forms and other information carriers which can be found on the Site. All fees will be assessed in US dollars. Your Account and all transactions are made and displayed in US dollars unless otherwise specified.

4.2. Embrioo.com earns fees for creating, hosting, maintaining, and providing the Site, and for all Services delivered by Embrioo.com that are accessible through the Site and to cover expenses and fees Embrioo.com incurs to banks, credit card companies, PayPal, and payment processors. After deducting such amounts, Embrioo.com transfers the remaining payment amount to the Creative member or in cases of return (refund) of a deposit paid – to the Buyer.

4.3. Embrioo.com charges membership fees in relation to the posting of briefs, reviewing briefs, concepts and rafts; selecting a Creative member or a team of creative members, or respective draft/s/ developed by such; posting a Buyer's brief; hiding a project and its contents from search engines; hiding bids or concepts from other Users; concept purchase commission fees; and other miscellaneous fees that are described on the Site.

Users can choose various roles and capacities to enroll for relevant positions in different teams and levels of participation on the Site which may incur additional fees and respectively – remunerations for them.

4.4. Embrioo.com is not responsible for the derivation of your funds and for the payment of any personal or corporate fees, taxes, duties and any other private or public liabilities which is entirely under the User's discretion and responsibility. This is also applicable for the payment of any bank fees, charges and commissions, credit card, bank debit cards, PayPal or any other fees and charges applicable upon making or receipt of payments.

5. DEPOSITS

5.1 Not an escrow service

(1) Embrioo.com does not operate an escrow service. Embrioo.com does have, however, a special, non-compulsory feature, which allows controlled payments to be made with respect to a concept to a Creative member. Embrioo.com will accept a deposit as a guarantee from a Buyer for a brief posted by him/her, assuring the Creative members will receive their fee/s/ upon successful completion of a concept according to such a buyer's brief. We will hold such funds ("Deposits") until the Buyer agrees that a feedback on the respective brief (the receipt of respective draft or finalized concept) has been satisfactory under the terms and conditions described in the Site and this Agreement. The Creative member/s/ that have been awarded the purchase of a concept or draft developed by him/her (or them as a team) shall be entitled to receive the funds released in the cases described and provided to in this Agreement and in the Site. Once a Buyer instructs Embrioo.com to pay a Creative member that performed a service for him/her, or the Buyer has confirmed the purchase of a concept or draft in the form presented, the Buyer acknowledges that the Creative member has completed the service fully and satisfactory and that Embrioo.com is entitled to withhold and receive its commission or fee as described in the Site by a drawdown from the amount of the deposit. Embrioo.com will then utilize the deposit paid and disburse the fee to the Creative member. This will be confirmed with a payment confirmation, purchase confirmation certificate transferring the legal rights over the product (with the original files of the developed concept or draft) and an invoice if invoicing details have been presented by the respective Buyer.

(2) If a Buyer does not approve any of the Creative member's work product /concept or draft concept/, provided that meanwhile the Buyer has not opened in his Account any draft/s/ provided as a feedback to his/her Brief, within 90 (ninety) days following the date the Buyer has received any draft/s/ or concepts or other response (feedback) to his/her brief by Creative members, Embrioo.com shall refund and repay back to the Buyer the deposit paid, on the Buyer's expense, without owing any additional fees, interest, charges, etc. to the Buyer, for which the Buyer hereby grants and confirms his/her explicit consent. All and any bank charges in such case shall be on the account and expense of the Buyer, respectively – the amount of the deposit returned.

In such cases Embrioo.com shall have the right to erase the drafts (concepts, including any files, information, objects, pictures, texts, etc.) sent to the respective Buyer's Account as a feedback to his/her brief as also to remove the Brief from the Site. In that case the Creative members or team/s/ which have developed draft concepts under such Brief are entitled, upon their will and mutual and voluntary agreement, to continue developing the concept to a final stage and offer it for free sale (in the same or in another, non-competing industry section), but without using in any way, fully or partially any of the sensitive information, brand data, intellectual or industrial property rights and objects, copyright, commercial secrets and information or texts which the Buyer has pointed out in the brief as sensitive. For any breach of this restriction the members of the Creative team/s/ which infringed buyer's rights are fully and unlimitedly personally liable and responsible jointly and solely. Embrioo and its team, however are not and cannot be held responsible in such cases and waive any such responsibility or

liability for such infringement by third parties.

5.2 Inactive Users

In the event that the Buyer has not provided any instruction to Embrioo.com with respect to a deposit paid on a particular Buyer's brief posted, within 1 year (12 calendar months) after the day that the deposit has been effectively received by Embrioo.com, and/or has not logged in during that time period, such a deposit will be refunded to the User account of the person who initially paid it as pointed out in the payment details by the respective payment operator /bank, credit card institution, PayPal, etc./. In such case Embrioo.com shall refund and repay back to the Buyer the deposit paid, on the Buyer's expense, without owing any additional fees, interest, charges, etc. to the Buyer, for which the Buyer hereby grants and confirms his/her explicit consent. All and any bank charges in such case shall be on the account and expense of the Buyer, respectively – the amount of the deposit returned.

6. AUTOMATIC DRAWDOWN OF DEPOSITS AND EXCHANGE OF FEEDBACKS. AUTOMATIC PURCHASES

6.1. As described in the Site, a Buyer who has posted a Buyer's brief has to pay a deposit to guarantee the payment of the creative member/s/ fees (the offered price for the concept to be developed under the Brief) upon completion of a satisfactory draft or finalized concept under the respective Brief posted. The Buyer in such case will have the right to receive up to three draft concepts developed by up to three Creative members or creative members' teams according to the Brief and to choose one or more of these drafts to be:

- Purchased as such and not further developed to a finalized concept under the brief;
- Purchased as draft/s/ and continue to develop one or more of them into a finalized concept, or
- Not purchase and not being satisfied by any of the drafts;

(1) In such cases as described above, an automatic drawdown of 50% of the deposit paid under the relevant brief shall be made from the amount paid, for each draft selected to be purchased as a draft, to be continued being developed in a finalized draft, or being considered satisfactory after the exchange of feedbacks and improvements. The remaining part of the deposit paid (if any) is refundable within 30 (thirty) days following the date the purchase of a draft has been confirmed if no further development of the selected draft/s/ has been required. If a draft is purchased but requested for further development into a finalized concept, the buyer is not entitled for any refund of the deposit (or any remaining part of it).

(2) In order to reach a higher satisfactory level of services, the Buyer is entitled to make no more than twice different comments (feedbacks) on the draft concept/s/ received and chosen for a purchase and further development into a finalized concepts. After a third version of the selected draft/s/ is delivered as a result of the second feedback (comment) made by the Buyer, the relevant draft shall be considered as satisfactory per se and the Buyer shall not be entitled for any further feedbacks, improvements, enquiries, additional requirements, etc. considering the respective draft/s/ concepts, as also shall not be entitled for a refund of the remaining part of the deposit any more (if any) - this shall result into an automatic purchase and drawdown from the deposit by which the transaction shall be considered completed automatically – automatic purchase.

(3) In case that the Buyer declares not being satisfied by neither of the drafts presented as specified above, he/she is entitled for a full refund of the deposit paid but in this case shall not be entitled to acquire any legal rights to use any of the contents of the drafts presented, including texts, concepts, ideas, figures, numbers, data, information, files, objects, images, creative content, etc. fully or partially. The refund is made effective within 30 (thirty) days after the Buyer has declared and confirmed that he/she is not satisfied by any of the drafts developed on the particular brief. For any breach of this restriction the Buyer who infringed Creative member's rights is fully and unlimitedly personally liable and responsible solely. Embrioo and its team, however are not and cannot be held responsible in such cases and waive any such responsibility or liability for such infringement by third parties.

(4) In the case described in the preceding paragraph, the Creative members who developed the declared non-satisfactory drafts (and/or their teams) are entitled to complete the draft concepts created under the unsatisfied Buyer's brief and to offer them for free sale (in the same or in another, non-competing industry section) but without using in any way, fully or partially any of the sensitive information, brand data, intellectual or industrial property rights and objects, copyright, commercial secrets and information or texts which the Buyer has pointed out in the brief as sensitive. For any breach of this restriction the members of the Creative team/s/ which infringed Buyer's rights are fully and unlimitedly personally liable and responsible jointly and solely. Embrioo and its team, however are not and cannot be held responsible in such cases and waive any such responsibility or liability for such infringement by third parties.

6.2. There might be cases if, upon choosing more than one draft concept as a feedback to a Buyer's brief, the amount of the deposit paid for the respective brief posted to become insufficient to cover the amount/s/ for the respective draft/s/ purchase or such chosen to be completed (finalized), in which case the Buyer will be requested to make additional payment/s/ to the respective amount/s/ covering the chosen draft/s/ and concepts to be developed till completion and/or to be purchased. In case such payments are made effective by the Buyer in the terms instructed, the work on the drafts or the transaction for the transfer of the rights over the selected drafts will continue or will be completed. In case that no payment is made and received within 30 (thirty) calendar days after the confirmation by the Buyer for the choice made and the amount necessary

to be added, the selected drafts will be considered purchased, the deposit will be fully utilized, the Buyer will receive a purchase confirmation and the Creative members who have developed the respective drafts will get between 33% and 50% of the fees as provided in the respective Buyer's brief. In such cases the Buyer is not entitled for any refund of the deposit being fully utilized, but shall be entitled and will receive a purchase confirmation certificate for the respective drafts selected (with all the original files of the developed drafts attached), acquiring in this manner the legal rights over them. However, in such case, if a draft has been selected to be completed into a final concept, such services will not be performed and the Buyer shall not be entitled to any compensation, penalty, refund or whatsoever neither by Embrioo nor by any of the Creative members who have performed the services. In such cases no charge backs are applicable.

6.3. Same procedure will be applicable in case of continuation with the development of a selected draft into a finalized concept, after the exchange of up to two feedbacks and respectively - three versions of a final concept, in case when, within 30 (thirty) days following the date of the receipt of the final draft (finalized concept - version 3), the Buyer has not confirmed that the final version is satisfactory and has not given any instruction to Embrioo for a purchase. In such a case the respective concept will be automatically considered purchased as satisfactory, the deposit will be fully utilized by making a drawdown of the remaining part of it, the Buyer will receive a purchase confirmation certificate (with all the original files of the developed concept/s attached) and acquire all the legal rights to use the developed concept, and the Creative members who have developed the respective drafts will get the rest 50% of the fees as provided in the respective Buyer's Brief. In such cases no charge backs are applicable.

7. ACCOUNTS

7.1 Opening Account

To become a User and access the Site and Services you must register for an "Account". You agree to provide true, accurate and complete information as prompted by the registration form and all forms you access on the Site, by accepting and confirming the declarations and statements panels and to update this information to maintain its truthfulness, accuracy and completeness.

7.2 Accounts

(1) You agree that you will not receive interest or other earnings on the funds that Embrioo.com handles as your contractor. Embrioo.com may receive interest on those funds. Embrioo.com will not be liable for any lost interest on such funds.

(2) All amounts are stated in and all payments will be made in US dollars. Embrioo.com reserves the right to suspend a withdrawal if the source of the funds is suspected to be fraudulent. Any funds received from an account having made a fraudulent deposit (e.g. stolen credit card) will be reversed immediately. If in a fraudulent payment situation a withdrawal has already been processed, you will be expected to return the funds to Embrioo.com or face account termination and any other remedies available to Embrioo.com to recover the funds.

(3) Any User that Embrioo.com removes from the service due to violation of the Agreement will receive no credit or payment and will become liable for certain fees or penalties or compensation under the Applicable law.

(4) Embrioo.com requires you to make all payments to Embrioo.com /Concept for you LLC/ and to make payments to and accept payments from other Users in the purchase and sale of Services for Embrioo.com projects directly through the mechanisms available on the Site. You understand and agree that Embrioo.com will not hold funds (including Deposits) delivered to Embrioo.com from Users for the purchase and sale of Services in a separate account, but may commingle and deposit such funds with other funds to be paid to other Users and with funds of Embrioo.com in any account, at any institution, or in any other manner Embrioo.com may decide in its sole discretion from time to time. In addition, you understand that such commingled funds could be used to pay other Users and by Embrioo.com for general corporate purposes or otherwise, provided that Embrioo.com will remain contractually obligated to make payment/s/ to you, as a Creative member or Buyer, for any purchases and sales of Services provided by you through Embrioo.com. To the extent Embrioo.com is obligated to make payment to you, you will be an unsecured creditor of Embrioo.com.

7.3 Acknowledgement

You acknowledge that: (1) Embrioo.com is not a bank or other licensed financial institution and does not provide banking services; (2) the amounts shown as on deposit, in a User Account are not segregated into a separate account but represent unsecured obligations of Embrioo.com to the User /the respective Buyer/ with respect to guarantee the relevant purchase of Services through Embrioo.com under a specific Brief posted; (3) Embrioo.com is not acting as a trustee or fiduciary with respect to such funds or payments, but is acting only as an agent and (4) amounts transferred through or stored in the payment service are not insured or guaranteed deposits. Your Account will not constitute an escrow. By initiating and sending payments through Embrioo.com, you appoint Embrioo.com as your agent (intermediary) to obtain the funds and hold and to transfer such funds to the respective Creative member or Buyer for Services, subject to these Terms of agreement.

7.4 Inactive Accounts

User Accounts that have been inactive for more than 365 days ("Inactive Accounts") will be considered inactive accounts until

either the Account is terminated or reactivated by payment of the annual fee applicable, but for a period of no longer than another term of 365 days. Same will be applicable for user accounts which have not paid the respective annual membership fee for the next one-year term and they shall be subject to these regulations and be considered as "Inactive Accounts". Embrioo.com reserves the right to cancel Inactive Accounts with a nil or negative balance with or without a notification to the e-mail provided by the User in the registration form after the expiry of the respective terms pointed out above in this section.

7.5 Charge backs

You acknowledge and agree that any charge backs on funds paid to you by Buyers through the Site are your responsibility and you will not hold Embrioo.com liable for such (a chargeback occurs when a buyer rejects or reverses a charge on his or her credit card through the credit card issuer). You agree that Embrioo.com may reverse any such payments that are subject to chargeback via our Payment Processors. To cover the cost of processing chargebacks, Embrioo.com assesses a US\$20.00 fee to Users for credit and debit card payment chargebacks. However, charge backs are not applicable in many cases when using Embrioo.com and making payments through the Site as explained in these terms of agreement. This is the reason that Embrioo shall wait for minimum 7 (seven) business days after the receipt of any payment by a Buyer or any other User to complete the relevant transaction and confirm the completion thereto, including membership.

7.6 Insufficient funds in Accounts. Payment errors (wrongful payments).

If there are not sufficient funds in your User Account to meet outstanding fees and charges, Embrioo.com reserves the right to collect any amounts owing to Embrioo.com by any other legal means or to activate the automatic procedures as provided in sections 5 and 6 of this Agreement.

The payments made should follow strictly the instructions you will find when making payments through Embrioo, especially paying attention to the cases of wire transfer cross-border bank payments. Please make sure you have read, understood and fulfilled carefully the respective instructions. Embrioo asks you a few times to confirm the will to complete the respective transaction connected with a payment procedure /instructions/ and this is a reason we will not accept "wrongful payments" as a reason for charge back or reverse (call back) a wire transfer order placed correctly for a respective payment of a membership fee, deposit or purchase price. In all cases "unsatisfactory quality or quantity of services" is also unacceptable as a reason for charge back or reverse (call back) a wire transfer order placed correctly for a respective payment of a membership fee, deposit or purchase price of a project.

7.7 Taxes

You are responsible for paying any taxes, duties and fees collected by your government, including any goods and services or value added taxes, which may be applicable depending on the jurisdiction of the services provided by Embrioo.com. These taxes will be added to fees billed to you, if applicable or will be included in the fees (payments) you are and will be charged for, which will be stated in the payment confirmation/s/ or similar documents you will receive electronically in your e-mail pointed in the registration form.

8. AVOIDING COMMISSIONS

8.1 Prohibition on negotiation of fee outside of Site

(1) You are strictly prohibited from attempting to negotiate the fee for a project (concept) with another user directly (outside of Embrioo.com) after that concept has been created/opened and before that concept has been closed (i.e. during an ongoing work on a concept or Buyer's brief). This also applies to any project that was closed without a Service Provider (Creative member or a team of Creative members) being chosen, and then contacting them about the respective project (concept based on a brief posted) anyway. Both parties are responsible for notifying Embrioo.com if the payment amount increases (above the price amount) after the concept is closed or considered satisfactory or purchased. Such prohibition is particularly concerning the cases when a Creative member leaves a Team assigned for specific project before its completion.

(2) You are strictly prohibited from under-bidding on concepts in an attempt to renegotiate the actual price privately, avoiding fees. We aim to provide a fair and open playing field at Embrioo.com, and such activities interfere with providing such a marketplace. Embrioo.com charges commissions on all funds received by either direct transfer or deposits through the Site by the Buyers, regardless of the final amount of the purchase price of the respective concept/s/.

(3) We believe our commissions are very fair and justified for the service we provide, therefore we will absolutely not tolerate any fee avoidance or underbidding on the Site.

8.2 Email

Users agree not to post their e-mail address on the site, except in the "e-mail" field of the registration form, or when asked by Embrioo.com at any other time. There should be no need to give anyone your e-mail address or any other contact information. It is automatically provided if you choose a Service Provider – Creative member (or you are the Service Provider – Creative member chosen for) a particular concept of buyer's brief, and before that time you can use the message board to

communicate. This does not only apply to e-mail addresses, but to all methods of communication, including mailing address, phone, ICQ, AIM, MSN Messenger, GTalk and Yahoo.

8.3 Providing contact information

You are prohibited from making direct contact with another User, unless it's for a project (concept) you (a Service Provider – Creative member) have been enrolled or assigned for, or you (a Buyer) have chosen a Service Provider – Creative member or Creative members' team for. This includes giving out your e-mail address, ICQ number, phone number, mailing address or any other method of contact outside of this site. Embrioo.com provides you with message boards (or similar exchange of messages service), which should be sufficient for the project (concept) planning and development.

9. USER CONTENT

The User is solely and personally responsible for the content or any other information the User provides to Embrioo.com. User understands and agrees to the following:

- a. Embrioo.com is only acting as a venue for the online distribution and publication of User content. However, no warranties as to the actual distribution or publication of User content are made or implied. Embrioo.com has the right (but no obligation) to take any action deemed appropriate with respect to User content if it is believed that such content may create liability for Embrioo.com, harm its business operation or reputation, or cause Embrioo.com to lose the services of its suppliers, lose income, incur a damage, etc.
- b. User represents and warrants that User's content: (a) will not infringe upon or misappropriate any copyright, patent, trademark, trade secret, or other intellectual or industrial property right or proprietary right or right of publicity or privacy; (b) will not violate any law or regulation – local or international; (c) will not be defamatory or trade libelous; (d) will not be obscene or contain child pornography or in any way infringe the rules or public ethics and moral; (e) will not include incomplete, false or inaccurate information about User or any other individual; and (f) will not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- c. By submitting User content to Embrioo.com (including, but not limited to creating your Account; posting a brief, posting contents in drafts or draft concepts, exchange of information and data working on and developing briefs, drafts and concepts, sending feedbacks or in any other way posting or implementing information, data, files, objects, texts, etc. in the site or sending messages through or to Embrioo.com). You hereby grant to Embrioo.com a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, display, and perform User content, under all User intellectual property and proprietary rights worldwide. For the avoidance of doubt, providing links to content hosted on servers other than that of Embrioo.com (such as a portfolio of sample works hosted on Your own web site) will not be considered "submitting" such content for purposes of this license grant.

10. USER RESTRICTIONS

10.1 Advertising

Users are prohibited from advertising a website on the Site. Any URL posted in a brief, concept description, or the message board, must relate to a project on Embrioo.com. An example of a permissible URL would be a User's portfolio or resume page.

10.2 Briefs

Service Providers (Creative members) can only place briefs that equal the total amount of money they are requesting for the respective concept or draft. You cannot post an hourly brief (like an employing your services per hour) or any other abnormal type of brief. This also applies to Buyers. Service Buyers cannot create briefs that directly or indirectly require Creative members to undertake hourly services or other abnormal feedback to buyer's briefs.

10.3 Buyer

The Buyer agrees that:

1. The Buyer is strictly forbidden from redistributing any of the content of the Site, including but not necessary limited to private messages, documents, images, information and any content of briefs or concepts posted, reviewed or screened in the Site.
2. The Buyer will not use his/her Account to post false or misleading Buyer's briefs.
3. The Buyer will not post briefs that, in the judgment and discretion of Embrioo.com, are inappropriate to Embrioo.com's audience, viewers, or visitors in the judgment and discretion of Embrioo.com.
4. The Buyer will not falsify the Buyer's own or any other's identity, including misleading information and data filled in the registration form or Buyer's briefs concerning brands, companies, corporations, activities, commercial secrets, etc.

5. The Buyer will comply with all of Embrioo.com's policies, instructions and warnings as posted on the Site from time to time.
6. The Buyer is considered fully bound and responsible for all the declarations and statements made and confirmed by him/her in the Site, including such which state that the Buyer has read, understood and accepted any instructions, terms and conditions incorporated thereto, these Terms of agreement inclusive and any amendments thereto, regardless if he/her has actually read them.
7. The Buyer has to point out and describe to the best possible extent any trade or commercial secrets, sensitive commercial information and data, brand or any other copyright or patent protected information, data and objects included in the posted Buyer's briefs or feedbacks, including any attachments thereto, in such way warning and instructing the Creative members working on the brief on the sensitivity of the information and data included in the brief and its protection by local and international laws.

10.4 Creative member

The Creative member agrees that:

1. The Creative member is strictly forbidden from redistributing any of the content of the Site, including but not necessary limited to private messages, documents, images, information and any content of briefs or concepts posted, reviewed or screened in the Site, except in the case he/she owns the rights to dispose of such, to manage them or to use them with the permission of the owner.
2. The Creative member will not use his/her Account to post false or misleading briefs.
3. The Creative member will not post briefs that, in the judgment and discretion of Embrioo.com, are inappropriate to Embrioo.com's audience, viewers, or visitors in the judgment and discretion of Embrioo.com.
4. The Creative member will not falsify his/her own or any other's identity, including misleading information and data filled in the registration form or briefs concerning brands, companies, corporations, activities, commercial secrets, etc.
5. The Creative member will comply with all of Embrioo.com's policies, instructions and warnings as posted on the Site from time to time.
6. The Creative member is considered fully bound and responsible for all the declarations and statements made and confirmed by him/her in the Site, including such which state that the Creative member has read, understood and accepted any instructions, terms and conditions incorporated thereto, these Terms of agreement inclusive and any amendments thereto, regardless if he/her has actually read them.
7. The Creative member has to comply with the warnings and to keep confidential without distributing any trade or commercial secrets, sensitive commercial information and data, brand or any other copyright or patent protected information, data and objects included in the posted Buyer's briefs or feedbacks, he/she receives during work and development of concepts and concepts drafts under such briefs, including any attachments thereto, which the Buyer has the pointed out and described in the briefs, and in such way the Creative member shall be considered warned and instructed by the Buyer on the sensitivity of the information and data included in the brief and its protection by local and international laws. For any infringement and breach of this obligation the creative member shall be fully responsible and liable solely and personally.
8. In cases when a Creative member leaves a Team of Creative members during an assignment or work on a specific Brief or Project, this Creative member undertakes and is obliged to erase from his/her system any information, data, images, creative content, texts, etc. which have been received or created or developed during the execution of his/her capacity of a Team member and not to distribute, use in whole or partially any such information, data, images, creative content, texts or whatsoever pieces of information, regardless of the carrier and the form, in any case. For any infringement and breach of this obligation the creative member shall be fully responsible and liable solely and personally.

10.5 General restrictions

Users agree that:

1. Users will not use any automated collection mechanism or any manual process to monitor or copy the web pages comprising the Site or the content contained therein without the prior written permission of Embrioo.com.
2. Users will not distribute unsolicited commercial messages ("spam") through the User's Account.
3. Users will not contact Buyers (employers) or Creative members through the Site or through information gained from our Site with the intent of subverting them from using our Services or avoiding paying fees.
4. Users will not engage in personal attacks, negative or other unfair criticism or other forms of discourteous and unprofessional online conduct or practices.
5. Users will not create multiple user Accounts to avoid fees, suspension or bad ratings on the Site.

10.6 Consequences of termination

(1) In the event of termination, Users found in violation of the Agreement will not receive any credit or payment from Embrioo.com, even if such is due and payable at the moment of termination.

1. Without limiting Embrioo.com's other remedies, to the extent you are in violation of this Agreement, you must pay Embrioo.com for all fees owed to us and reimburse us for all damages, losses and costs (including any and all Embrioo.com employee time) and reasonable expenses (including legal fees) related to investigating such breach

and collecting such fees.

2. You and Embrioo.com agree that the damages that Embrioo.com will sustain as a result of actions that breach the Agreement will be substantial, potentially including (without limitation) fines and other related expenses from its payment processors and service providers, but may be extremely difficult and impracticable to ascertain. If you engage in such activities, then Embrioo.com may fine you up to US\$5,000.00 (five thousand US dollars) for each such violation and/or Embrioo.com may take legal action against you to recover damages, losses or expenses that are in excess of the amount charged as fine. You acknowledge and agree that a fine up to US\$5,000.00 is presently a reasonable pre-estimate or minimum estimate of Embrioo.com's damages, considering all currently existing circumstances, including (without limitation) the relationship of the sum to the range of harm to Embrioo.com that reasonably could be anticipated and the anticipation that proof of actual damages may be impractical or extremely difficult.
3. You agree that Embrioo.com is entitled to deduct such charges directly from any existing balance in the offending Account, or any other Embrioo.com Account owned by you.
4. Users that are terminated by Embrioo.com on any basis other than violation of this Agreement will be entitled to receive any payment due at the time of termination from Embrioo.com.
5. A Team member of a Creative members' team which leaves the team or terminates its registration (Account) in Embrioo.com during the execution or development of any Project (concept, Brief, etc.) shall not be entitled to any partial payment, remedy or compensation for any work or activities undertaken during his participation as a Team member on a specific project or similar.

(2) In the event of termination or leaving any Team of Creative members, you will have no claim whatsoever against Embrioo.com in respect of any such suspension or termination of your membership.

11. DISPUTES BETWEEN USERS

11.1 Embrioo.com not a party to disputes

Any disputes regarding arrangements between Creative members and Buyers remain solely between the respective Buyers and Creative members. We are not involved in any transactions between you and any other users of Embrioo.com. You acknowledge and agree that Embrioo.com will not be a party to any such dispute or be obligated to take any action or refrain from taking any action toward resolving any such dispute. If you have a dispute with any other users of the Site, you hereby release Embrioo.com from any and all claims, demands, and damages (actual and consequential), direct or indirect losses and expenses of every kind and nature, known and unknown, related to such a dispute.

11.2. Submission of information

In case of disputes between Users of Embrioo.com, the Site will provide information, track records, data and any other personal or public information contained in the site or the hosting server only after a binding decision or ruling of the competent authorities such as (but not limited to) courts, arbitrations, prosecutors, etc.

12. REGISTRATION AND PROCESSING OF YOUR PERSONAL DATA

Your personal information will be processed by Embrioo.com in order to fulfill the agreement with You, perform delivery of products etc. Furthermore, we will process your personal information for marketing of campaigns, offers, new products or services. Your personal information may also be transferred between Embrioo.com and any associated entity within the Embrioo.com's organisation. At such transfer, personal data may be transferred without your explicit consent for each instance of data transfer. By entering into this agreement, You hereby approve such processing of your personal information as set forth above, including processing of your personal identification number, personal details like phone numbers, address or residence, etc. and hereby give such consent as required by the Bulgarian Act for protection of personal data. The consent hereby given can in whole or in part be recalled by giving written notice to us. Should you choose to recall your consent, and such recall should make our due performance of the agreement or other obligations difficult, we reserve the right to immediately terminate the Agreement and terminate your Account. Should you require further information regarding our processing of your personal information, please contact us at the address set forth below.

Embrioo.com discloses sensitive personal information only if required to comply with legal obligations or with your consent.

13. TRADEMARKS

Embrioo.com as a domain name, "Embrioo" as a name and the graphic content of the Site's logo are registered trademarks of "Concept for you" LLC, Sofia, Bulgaria (UIC200716069) governed under Bulgarian law, the regulations and directives of the EU and the international conventions and agreements concerning trademarks.

14. COPYRIGHT

14.1 Copyright of Embrioo.com

The content and compilation of content included on the Site, such as text, graphics, logos, icons, images, audio clips, digital downloads and software, are the property of Embrioo.com and are protected by Bulgarian, EU and international copyright laws.

14.2 Copyright infringement

It is our policy to respond to clear notices of alleged copyright infringement. Our policy, is designed to make submitting notices of alleged infringement to us as straightforward as possible while reducing the number of notices that we receive that are fraudulent or difficult to understand or verify.

14.3 Bulgarian Copyright and neighbouring rights Act (Bulgaria, EU)

(1) The Copyright and neighbouring rights Act ("CNRA"), provides recourse for owners of copyrighted materials who believe that their rights under Bulgarian and EU copyright law have been infringed upon on the Internet.

(2) Under the CNRA, the bona fide owner of copyrighted materials who has a good faith belief that their copyright has been infringed may contact not only the person or entity infringing on their copyright, but may also contact the designated agent of an Internet service provider to report alleged infringements of their protected works, when such alleged infringements appear on pages contained within the system of the Internet service provider ("ISP").

(3) As the owner of the Site, we are committed to complying with the CNRA and the Bulgarian and EU legislation in force. Upon receipt of a properly filed complaint with reasonable proofs under Bulgarian legislation that the claimant is the bona fide owner of the respective copyright materials, we will block access to the allegedly infringing material. We will forward a copy of the notification of claimed copyright infringement to the alleged infringer. Anyone who believes in good faith that a notice of copyright infringement has wrongfully been filed against them, may submit a response as set out below.

14.4 Notice of infringement

(1) If you believe that your copyrighted works are contained on our system and you are a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed, then we want you to know the proper procedure for notifying us. You should send us a written notice which contains the following:

- A. Identification of the copyrighted work(s) claimed to have been infringed.
- B. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled.
- C. Information reasonably sufficient to permit us to locate the material.
- D. Information reasonably sufficient to permit us to contact you, such as a physical address, telephone number, and, if available, an electronic mail address.
- E. A statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, your agent, or the law.
- F. Document proof under Bulgarian legislation that the claimant /you/ is the bona fide owner of the respective copyright materials – such as document proofs of previous use, publication or a notary verified protocol or similar document being a formal proof of authorship, etc.
- G. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.
- H. A physical signature. You must be a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

(2) Your Notice to us should be sent to us via a reliable means proving the receipt to "Concept for you" LLC at the address in our "contact us" section of the Site. Generally, you should use certified mail or a carrier that provides not only delivery confirmation but that also requires a signature. While you may email us or call us, this does not constitute a proper Notice to us.

(3) In appropriate circumstances, we will terminate the membership of Users that are repeat infringers. If you believe that a User is a repeat infringer, please follow the instructions above to contact us and provide information sufficient for us to verify that the User is a repeat infringer.

(4) Once we receive your Notice we will follow the procedures outlined above and in the Bulgarian and EU legislation in force, as well as will reply to your notice in writing within 30 (thirty) days following the date of the receipt of the notice.

14.5 Counter-notice

(1) If a Notice has been filed with us against you, the owner will attempt to notify you and provide you with a copy of the notice of copyright infringement. If you have a good faith belief that you have been wrongfully accused, you may file a

counter-notice with us. The counter-notice should comply with the requirements for the content of the Notice as explained above, with attached relevant written proofs for your statements. If we receive a valid counter-notice, we may, upon our discretion and to the extent proven by the document proofs sent together with the counter-notice restore the removed or blocked information or re-enable the access. For avoiding of doubt, this is not our obligation, and we may reply both to the claimant and you that the copyright dispute should be resolved in or outside the court and then act only in case of receipt of a court decision or a settlement agreement according to Bulgarian legislation.

(2) Please be advised that Bulgarian and EU copyright law provides substantial penalties for a false counter-notice and/or documents proofs filed in response to a notice of copyright infringement. Accordingly, if you are not sure whether certain material of yours is protected by copyright laws, we suggest that you obtain legal advice. Such is highly advisable to be obtained in any case by any of the Users in case of doubts regarding copyright infringement and procedures.

(3) Same (applied accordingly) procedure as provided in this section 14 of the Agreement is applicable also to any infringement of copyright neighbouring rights, intellectual and/or industrial property rights and connected objects according to Bulgarian and EU legislation.

15. NO WARRANTY

(1) Embrioo.com is not involved in the actual transaction between Creative members and Buyers. Our Services, the Site and all content on it are provided on an "as is" basis and without warranties of any kind either expressed or implied. Without limiting the foregoing, Embrioo.com does not represent or warrant that:

- the Site will be accurate, reliable, uninterrupted, secure or error-free;
- any defects in the Site will be corrected;
- the Site or the server that makes it available are free of viruses or other harmful components.

(2) To the extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. For example, consumers (as defined by consumer protection laws) may be entitled to the benefit of certain warranties under applicable trade practices or fair trading legislation. If you are considered a consumer under Bulgarian or EU consumer protection law that applies to Embrioo.com, you will be entitled to the benefit of certain warranties and/or rights under that legislation. For more information on consumer protection laws, please check the relevant applicable acts of law and norms or consult your state fair trading agency.

(3) To the extent that Embrioo.com is able to limit the remedies available under this Agreement, Embrioo.com expressly limits its liability for breach of a non-excludable condition or warranty implied by virtue of any legislation to the following remedies (the choice of which is to be at Embrioo.com's sole discretion):

1. in the case of goods, any one or more of the following:

- the replacement of the goods or the supply of equivalent goods;
- the repair of the goods;
- the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- the payment of the cost of having the goods repaired; and

1. in the case of services:

2. the supply of the services again; or
3. the payment of the cost of having the services supplied again.

(4) However, if you are considered a consumer under Bulgarian consumer protection law that applies to Embrioo.com, and you use our Services for corporate and commercial use, the above clause may not apply to you. For more information on consumer protection laws, please check the relevant applicable acts of law and norms or consult your state fair trading agency.

16. LIMITATION OF LIABILITY

16.1 Limitation of liability

(1) In no event shall Embrioo.com, its affiliates or staff be liable, whether in contract, warranty, tort (including negligence), or

any other form of liability, for:

- any indirect, special, incidental or consequential damages that may be incurred by you;
- any loss of income, business or profits (whether direct or indirect) that may be incurred by you; and
- any claim, damage, or loss which may be incurred by you as a result of any of your transactions involving the Site.

(2) The limitations on Embrioo.com's liability to you above shall apply whether or not Embrioo.com, its affiliates or staff have been advised of the possibility of such losses or damages arising. Such damages or losses are entirely under your own responsibility and discretion, including such arising from any kind of unlawful actions or omissions to act undertaken by yourself and such a declaration and statement is included in the declarations and statements you have to confirm in order to register as a User of the site and in some particular actions you may undertake to do and perform as a user of the Site.

16.2 Jurisdiction's Limitations

As some jurisdictions do not allow some of the exclusions or limitations as established above, some of these exclusions or limitations may not apply to you. In that event the liability will be limited as far as legally possible under the applicable legislation.

16.3 Bar to action

Embrioo.com may plead this Agreement in bar to any claim, action, proceeding or suit brought by you, against Embrioo.com for any matter arising out of any transaction or otherwise in respect of this Agreement for which your explicit consent is considered granted by accepting and confirming with these Terms of Agreement.

17. INDEMNITY

You agree to indemnify and hold us and (as applicable) our related entities, affiliates, and our and their respective officers, directors, agents, and employees, harmless from and against any and all claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement or your violation of any law or the rights of a third party.

18. APPLICABLE LAW

Any dispute arising out of or in connection with this Agreement shall be governed by the applicable laws in force of the Republic of Bulgaria. You and Embrioo.com irrevocably submit to the non-exclusive jurisdiction of the Arbitration court at the Bulgarian chamber of Commerce and Industry - Sofia, Bulgaria and agree that the decision of the court shall be considered final and binding.

19. GENERAL

(1) The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforced.

(2) This Agreement may be assigned by Embrioo.com to a third party without your consent in the event of a sale or other transfer of some or all of the assets of Embrioo.com or Concept for you LLC. in the event of any sale or transfer you will remain bound by the Agreement.

(3) Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

(4) Our failure to act with respect to an anticipated or actual breach by you or others does not waive our right to act with respect to subsequent or similar breaches, or to act later. Nothing in this clause shall exclude or restrict your liability arising out of fraud or fraudulent misrepresentation.

Please [contact us](#) to report violations of terms and conditions of this Agreement.