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Terms

YOU MAY:

1. Use MM6, MM7, or MM8 Package in your photography and/or home/small business to create custom cards, layouts, framed art, etc. for your clients.
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3. Post samples of your creations on a website, store, gallery, or portfolio.
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2. Sell MM6, MM7, or MM8 Package in its purchased format (i.e. sell individual graphics).
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6. **Notices.** All notices required or permitted to be given or made under this Agreement shall be in writing and shall be given by: (a) personal delivery; (b) confirmed air courier; (c) certified mail, return receipt requested; or (d) first class mail, postage prepaid. All notices provided pursuant to this paragraph shall be deemed effective upon actual receipt. Notices to you shall be sent to the address you designate to StoryRock. Notices to StoryRock shall be sent to the following address, or to such other address as StoryRock may designate: StoryRock, Inc., Attention: Corporate Counsel, 474 Bearcat Drive, Salt Lake City, Utah 84115.

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

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