

Terms of Service

(Published on May 22, 2012)

FLIPSFilm, a service of Community Approvals, Inc., TERMS OF SERVICE

1. APPROPRIATE USE OF THE SERVICES.

You agree to the terms of our Acceptable Use Policy, which are stated at in full at <http://www.flipsfilm.com>.

Community Approvals, Inc. (CAI) shall be entitled to immediately terminate this Agreement if Community Approvals, Inc. determines that your account is in violation of any portion of its Acceptable Use Policy.

2. General

FLIPSFilm is a service to provide

- 1) Assistance to film /TV/music video productions in participating communities and
- 2) Advertising about participating communities and community vendors to interested parties ('Customers')
- 3) Awareness of filming, event-related, or business process improvement resources, including personnel and /or property descriptions, for use in conducting business within the participating community.

Customer agrees that during the term of this Agreement, CAI may publicly refer to Customer, orally and in writing, as a customer of CAI. Any other reference to Customer by CAI requires the written consent of Customer.

The parties agree that city, county, state and federal governments, administrative agencies or the state or federal courts may pass rules that impact the services and price of services provided pursuant to this Agreement. Customer agrees that CAI has the right to make changes in the services and price of services it provides to the Customer pursuant to this Agreement in response to governmental rules and regulations that affect the services or price for services provided pursuant to this Agreement.

This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Georgia without regard to the principles of conflicts of law, and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. Notwithstanding the foregoing, claims for injunctive relief may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

CAI and Customer are independent legal entities and this Agreement will not establish any relationship of partnership, joint venture, employment, or agency between CAI and Customer. Neither CAI nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

This Agreement, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter unless otherwise agreed in writing by an Officer of CAI. Any additional or different terms in any purchase order or other response by Customer shall be deemed objected to by CAI without need of further notice of objection, and shall be of no effect or in any way binding upon CAI. This Agreement may be changed only by a written document signed by authorized representatives of CAI and Customer.

Subscription terms are month to month, with a one time, non refundable service establishment charge. Subscriptions begin on the service initiation date and continue thereafter unless terminated by written notice to Community Approvals, Inc. with 30 day's notice of intent to terminate the service.

Termination with appropriate notice will qualify the Customer to a refund of prepaid fees, less prorated fees for services used to date of termination.

Late payments will accrue interest at a rate of one and one-half percent (1 ½ %) per month or the highest rate allowed by law, whichever is lower.

Fees charged under this agreement are exclusive of taxes and fees imposed on the transaction and/or the delivery of Services, all of which Customer will be responsible for except for taxes based on the net income of CAI.

Neither CAI nor Customer shall divulge any confidential information of the other party designated 'confidential' except where required by law to disclose such information.

Use of FLIPSFilm services does not constitute transfer any right, title or interest in CAI technology to Customer or any Third Party. Customer agrees they will not directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the CAI technology.

CAI will not be prohibited or enjoined from utilizing any skills or knowledge acquired by CAI during the course of providing services on behalf of Customer, except those marked Confidential as noted above.

Customer is granted, upon payment of appropriate fees, a nonexclusive royalty-free license during the term of this agreement to use CAI technology solely for Customer's use for the Service(s) as permitted. Customer shall have no right to use CAI technology for any purposes other than using the Service for which it is intended.

To the extent Customer or its employees or contractors participate in creation, development or enhancement of CAI technology, Customer on behalf of itself and its employees and contractors, hereby assigns to CAI any and all right, title and interest, including all intellectual property rights for those enhancements/creations/developments to CAI technology.

Customer and CAI warrant each has legal right to enter into this Agreement and perform obligations thereunder and it will comply with all applicable laws and regulations.

PAYMENT OBLIGATIONS

All services provided by Community Approvals, Inc. are due and payable in advance. Community Approvals, Inc. accepts PayPal payment method or checks from agencies of state, local, county or municipal governments.

If you have chosen to pay via PayPal, your credit card will be automatically debited. If your card declines for any reason, you are required to provide Community Approvals, Inc. with alternative credit card information no later than 5 days after being contacted by Community Approvals, Inc. Failure to provide alternative credit card information in a timely manner will result in account suspension.

If you remit payment to Community Approvals, Inc. via check, any invoices you receive should be considered due upon receipt. Should your account become delinquent, we may at any time and at our discretion convert your account to credit card payment only. Any invoiced accounts that are more than 30 days past due will be suspended, subject to a reconnection fee and late fees.

If Customer terminates this Agreement, Customer shall be responsible for any outstanding fees owed to Community Approvals, Inc. and agrees to pay any and all fees incurred by Customer.

Customers who subscribe to services billed on a monthly basis will be eligible for refunds of pre payments excluding the 30 day cancellation notification period. Customer will be responsible for Service fees incurred prior to effective date of cancellation.

If Customer has retained the Services for one (1) year and has pre-paid Community Approvals, Inc. for such Services, refunds will be issued for any unused full month portions less 30 day period required for cancellation.

If your account is suspended for non-payment, you will have to pay any balance prior to reactivation.

Should Community Approvals, Inc. be required to retain professional services in direct relation to Customer's site (such as law enforcement / IRS / legal actions), Customer shall be responsible for all third party expenses, in addition to administrative fees incurred by Community Approvals, Inc.

Billing disputes must be made in writing within 30 of the original invoice date. Any disputes after the initial 30 days will be considered null and void. Courtesy invoices are supplied via e-mail on the recurring billing date. It is the customer's responsibility to verify that the charges are appropriate and submit any disputes immediately

Community Approvals, Inc. shall be entitled to immediately terminate this Agreement for Customer's failure to make timely payments to Community Approvals, Inc.

3. CUSTOMER LIABILITY AND INDEMNIFICATION

The parties agree that in no event shall Community Approvals, Inc. be liable to any third party for Customer's breach or alleged breach of any of the terms and conditions set forth in this Agreement. Customer agrees to defend, indemnify and hold harmless Community Approvals, Inc. from any and

all expenses, losses, liabilities, damages or third party claims resulting from Customer's breach or alleged breach of any Customer obligations set forth hereunder.

All services provided are on an AS-IS basis without warranty of any kind, expressed or implied, including without limitation, warranty for fitness for a particular purpose, merchantability, title or non-infringement of third party rights.

Customer acknowledges and agrees that CAI does not and cannot control the flow of data to or from customer's network and/or the internet which are provided by third parties. Actions or inactions of third parties can impair or disrupt Customer's connections to the internet or portions thereof for any reason. CAI will endeavor to use commercially reasonable efforts to take actions to remedy and avoid such disruptions, however CAI cannot and does not guarantee that such events will not occur and CAI disclaims any and all liability resulting from or related to such events.

In no event will CAI be liable for damages to Customer, its Customers or any other third parties for incidental, indirect, special, consequential or punitive damages, including without limitation any lost profits or savings; loss of goodwill, loss of business or prospective business opportunities; loss of information use; or other commercial or economic loss, whether arising under or as a result of this agreement, even if CAI has been advised of the possibility of such damages.

Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, telecommunications failures, unusually severe weather, power failures, sabotage, labor shortage or dispute, governmental act, or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If CAI is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing Force Majeure event, Customer may cancel the Service(s).

4. TERM, TERMINATION, REINSTATEMENT

Subject to the terms and conditions hereof, this Agreement shall be effective on the date you register for the Services, and shall continue in effect on a month-to-month basis unless otherwise specified by separate agreement (the "Term") unless terminated earlier pursuant to the provisions of this agreement. Either party will have the right to terminate this Agreement upon 5 day's written notice to the other party. If Customer is terminating this Agreement, Customer must email billing@isintegrators.com or sent written request to fax 770 619 9273. All cancellation requests must be received 5 calendar days before cancellation becomes effective. Sections 3 - 9 shall survive termination or expiration of this Agreement.

Community Approvals, Inc. provides a full 30 day satisfaction guarantee with all accounts. If you should be unhappy with any account within 30 days, a full refund will be issued within 24 hours of written notification to Community Approvals, Inc.

Community Approvals, Inc. may run promotions from time to time which include free days or service periods. Community Approvals, Inc. will bill for these services in advance, however the official billing date will not begin until the free days have been provided. If you cancel service during free days, you will be issued a 100% refund within 24 hours, with exception of Authorized Usage Policy violations,

which will void any refund and may incur additional charges and any one time implementation fees associated with implementation activities expended thus far by CAI on customer's behalf.

5. TAXES

Customer will pay and indemnify and hold Community Approvals, Inc. harmless from any and all taxes associated with or arising from Customer's use of the Services, including any penalties and interest and any costs associated with the collection or withholding thereof.

6. DISCLAIMER OF WARRANTY

The services provided by FLIPSFilm, Community Approvals, Inc. or its affiliates, employees and contractors, including without limitation all products displayed or offered on the FLIPSFilm or Community Approvals, Inc. website, and all text, graphics, links and applications, are provided on an 'as is' basis and without warranties of any kind. Community Approvals, Inc and FLIPSFilm disclaims all warranties, express or implied, with respect to each of the foregoing, without limitation, any warrant or merchantability, fitness for a particular purpose, non-infringement or arising from a course of dealing.

While we engage our best efforts to provide high availability, quality products and services, without limiting the generality of the foregoing, Community Approvals, Inc. and FLIPSFilm specifically disclaims any warranty that 1) the services will be interrupted or error-free, 2) defects will be corrected, 3) there are no viruses or any harmful components, 4) the security methods employed will be sufficient.

In addition, there is no guarantee or implication of any specific performance improvement to process filming approvals by communities; number, type or quantity of films/productions to use the service; availability /price or ability of vendors to provide goods or services listed on the FLIPSFilm service website; or accuracy of information about communities (including policies, prices, events and other information), vendors' products/services/capabilities which are the sole responsibility for the respective community, vendor or user of the FLIPSFilm service.

7. LIMITATION OF LIABILITY

In no event shall Community Approvals, Inc and FLIPSFilm be liable for damages resulting from loss of data, profits, use of Community Approvals, Inc and FLIPSFilm website, FLIPSFilm or other services of Community Approvals, Inc. and affiliated service providers, or for any incidental, indirect, punitive or consequential damages in connection with this agreement or in connection with any products or services provided hereunder. In no event shall cumulative liability of Community Approvals, Inc and FLIPSFilm exceed an amount greater than annual fees subscription fee paid by Customer.

8. LAWFUL PURPOSE

Community Approvals, Inc. reserves the right to refuse service to anyone. Customers may only use Community Approvals, Inc./ FLIPSFilm website and services for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, and material protected by trade secrets. The designation of any materials as such described above is left entirely to the discretion of Community Approvals, Inc. management. Regardless of the place of signing this agreement, the Customer agrees that for purposes of venue this contract was entered into in Fulton

County, Georgia, and any dispute will be litigated or arbitrated in Fulton County, Georgia. Defendants further waive all objections to venue and acknowledge that venue in any such litigation will be held in Fulton County courts.

9. DATA LOSS

Community Approvals, Inc. is not responsible for any data loss. Customers are strongly encouraged to and are responsible for keeping local backup files of all content provided to Community Approvals, Inc. / FLIPSFilm sites.

Any backup services provided by Community Approvals, Inc. are at our discretion and are not guaranteed unless otherwise specified under separate contract. Restoration of files from backup may incur restoration fees.

10. MISCELLANEOUS

If any of the provisions, or portions thereof, of this Agreement are found to be invalid under any applicable statute or rule of law, then, that provision notwithstanding, this Agreement shall remain in full force and effect and such provision or portion thereof shall be deemed omitted.

This Agreement (including the Exhibits, attachments and/or addenda, if any) represents the entire agreement of the parties with respect of the subject matter hereof and supersedes all prior and/or contemporaneous agreements or understandings, written or oral between the parties with respect to the subject matter hereof.

Customer is responsible for accuracy of information relating to their account, product or service offering. No guarantees of results or performance from use of FLIPSFilm is implied or guaranteed. FLIPSFilm is a service offering intended to advertise products and services for a fee basis; failure to pay current invoices within 10 calendar days will result in suspension of FLIPSFilm service until such time as payment of account is current.

This Agreement and the rights granted and obligations undertaken hereunder may not be transferred, assigned or delegated in any manner by Customer without written agreement, but may be so transferred, assigned or delegated by Community Approvals, Inc.

Any waiver or any provision of this Agreement, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right.

In any legal proceeding between the parties under this Agreement, the prevailing party shall be entitled to recover its costs, expenses and reasonable attorneys' fees.

This Agreement is made under and shall be governed by the laws of the United States of America, except with regard to its conflict of law rules.

This Agreement and Community Approvals, Inc.' policies are subject to change by Community Approvals, Inc. without notice. Continued usage of the Services after a change to this Agreement by Community Approvals, Inc. or after a new policy is implemented and posted on the Community Approvals, Inc. Site constitutes your acceptance of such change or policy. We encourage you to regularly check the Community Approvals, Inc. Site for any changes or additions.