

## **TERMS**

### **Terms of Use Agreement**

**Last Updated:** April 5, 2023

#### **Description of Company Services and Acceptance of Terms of Use**

Welcome to the website and online services operated and provided by Bright Road Productions, Inc. (“Company,” “we” or “us”). This Terms of Use Agreement (“Agreement”) is a legal contract between Company and yourself (“you” or “your”), which governs your use of and/or access to the Company Services (defined below). This Agreement covers any website by Company that links to this Terms of Use Agreement (collectively, “Sites”). The services Company provides on the Sites include any features, content, or applications offered from time to time by Company in connection with Company’s business (collectively, the “Company Services”). Company is based in the United States and the Company Services are hosted in the United States.

By visiting the Sites or using the Company Services, you accept and agree to be bound by this Agreement, including any future modifications, and to abide by all applicable laws, rules, and regulations (“Applicable Law”). Please read this Agreement carefully. Company reserves the right to change the Sites and the Company Services at any time. Company may modify this Agreement at any time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Sites. Your access to or use of the Sites following any changes to this Agreement will constitute your acceptance of such changes. We will update the “Last Updated” date at the top of these terms when we make these changes. All material modifications will apply prospectively only. Your continued use of the Sites or the Company Services following any modification of this Agreement constitutes your acceptance of and agreement to be bound by the Agreement as modified. It is therefore important that you review this Agreement regularly. If you do not agree to be bound by this Agreement and to abide by all Applicable Law, you must discontinue use of the Company Services immediately.

Your access to and use of certain Company Services may require you to accept additional terms and conditions applicable to such Company Services, in addition to this Agreement, and may require you to download software or Content (as defined below). In the event of a conflict between any such additional terms and this Agreement, such additional terms will prevail.

You must be 13 years of age or older to register and use the Company Services. You certify that you are 18 years old or, if you are between the ages of 13 and 18, that you are using the Company Services with the supervision of your parent or legal guardian who agrees to be bound by this Agreement. Review this Agreement with your parent or guardian so that you both understand all of your rights and obligations. The Company Services are intended for, and should only be used, by individuals residing within the United States.

PLEASE NOTE THAT THE “ARBITRATION AGREEMENT” SECTION CONTAINS PROVISIONS THAT REQUIRE (i) WITH LIMITED EXCEPTIONS, ALL DISPUTES ARISING BETWEEN YOU AND COMPANY UNDER THIS AGREEMENT BE HANDLED BY ARBITRATION, AND (ii) YOU AND COMPANY WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION IN CONNECTION WITH SUCH DISPUTES. PLEASE CLICK [HERE](#) TO REVIEW THE ARBITRATION AGREEMENT.

Any information you submit to the Sites or through the Company Services must be accurate and up to date. It is your responsibility to notify us of any changes in such information, including but not limited to your contact information.

#### **Termination**

Unless terminated by Company in its sole discretion, this Agreement remains in full force and effect while you use the Sites or the Company Services. Company may terminate your access to the Company Services at any time, for any or no reason, with or without prior notice or explanation, and without liability. Even after your access to the Company Services is terminated by you or by Company, this Agreement will remain in effect with respect to your past and future use of the Sites or the Company Services.

## **Limited Content License**

The Company Services are offered for your personal use only and may not be used for commercial purposes. The Company Services contain information, text, files, images, video, sounds, musical works, works of authorship, software, applications, product names, company names, trade names, logos, designs, and any other materials or content (collectively, “Content”) of Company, its licensors, or assignors (“Company Content”), as well as Content provided by users or other third parties. Content contained in the Company Services is protected by copyright, trademark, patent, trade secret and other laws and, as between you and Company, Company, its licensors, or its assignors, own and retain all rights in the Company Content. Company hereby grants you a limited, revocable, non-sublicensable license to access and display or perform the Company Content (excluding any software code) solely for your personal, non-commercial use in connection with using the Company Services. Except as provided in this Agreement or as explicitly allowed on the Company Services, you may not copy, download, stream capture, reproduce, duplicate, archive, upload, modify, translate, publish, broadcast, transmit, retransmit, distribute, perform, display, sell, frame or deep-link, make available, or otherwise use any Content contained in the Company Services.

Except as explicitly and expressly permitted by the Company or by the limited license set forth above, you are strictly prohibited from creating works or materials (including but not limited to fonts, icons, link buttons, wallpaper, desktop themes, on-line postcards, montages, mash-ups and similar videos, greeting cards and unlicensed merchandise) that derive from or are based on the Company Content. This prohibition applies regardless of whether such derivative works or materials are sold, bartered, or given away. Also, you may not either directly or through the use of any device, software, internet site, web-based service or other means remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notice marked on the Content contained in the Company Services or any digital rights management mechanism, device, or other content protection, copy control or access control measure associated with the Content contained in the Company Services including geo-filtering mechanisms. Except as necessary in order to make reference to the Company, its products and services in a purely descriptive capacity, you are expressly prohibited from using any Company Content in any manner.

## **Restrictions on Use of Company Services**

You understand that you are responsible for all Content that you post, upload, transmit, email, or otherwise make available on the Sites or on, through or in connection with the Company Services (collectively, “User Content”). Additionally, you acknowledge that you have no expectation of privacy in or confidentiality with respect to your User Content. Accordingly, please choose User Content carefully.

You agree not to use the Company Services to:

- Post, upload or otherwise transmit or link to Content that is: unlawful; threatening; abusive; obscene; vulgar; sexually explicit; pornographic or inclusive of nudity; offensive; excessively violent; invasive of another’s privacy, publicity, contract or other rights; tortious; false or misleading; defamatory; libelous; hateful; or discriminatory;
- Violate the rights of others including patent, trademark, trade secret, copyright, privacy, publicity or other proprietary rights;
- Harass or harm another person;
- Exploit or endanger a minor;
- Impersonate or attempt to impersonate any person or entity;
- Introduce or engage in activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of or access to a computer or a computer network;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising the Sites or the Company Services;
- Interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access to the Company Services, including Company’s servers, networks or accounts;
- Cover, remove, disable, block or obscure advertisements or other portions of the Company Services;
- Delete or revise any information provided by or pertaining to any other user of the Company Services;
- Use technology or any automated system such as scripts, spiders, offline readers or bots in order to collect or disseminate usernames, passwords, email addresses or other data from the Company Services, or to circumvent or modify any security technology or software that is part of the Company Services;

- Send or cause to send (directly or indirectly) unsolicited bulk messages or other unsolicited bulk communications of any kind relating to the Company Services. If you do so, you acknowledge you will have caused substantial harm to Company, but that the amount of harm would be extremely difficult to measure. As a reasonable estimation of such harm, and by way of liquidated damages and not as a penalty, you agree to pay Company \$50 for each actual or intended recipient of such communication;
- Solicit, collect or request any personal information for commercial or unlawful purposes;
- Post, upload or otherwise transmit an image or video of another person without that person's consent;
- Use the Company Services to advertise or promote competing services;
- Use the Company Services in a manner inconsistent with any and all Applicable Law;
- Attempt, facilitate, induce, aid, and abet, or encourage others to do any of the foregoing.

You acknowledge the Company reserves the right to investigate and take appropriate legal action against anyone who, in Company's sole discretion, violates this Agreement, including but not limited to, reporting Content, conduct, or activity to law enforcement authorities.

You acknowledge, consent and agree that Company may access, preserve or disclose information you provide to the Sites, including User Content and your account registration information, including when Company has a good faith belief that such access, preservation or disclosure is necessary in order to: (i) protect, enforce, or defend the legal rights, privacy, safety, or property of Company, our parents, subsidiaries or affiliates ("Company Affiliates"), or their employees, agents, and contractors (including enforcement of this Agreement or our other agreements); (ii) protect the safety, privacy, and security of users of the Company Services or members of the public including in urgent circumstances; (iii) protect against fraud or for risk management purposes; (iv) comply with the law or legal process; or (v) respond to requests from public and government authorities. If Company sells all or part of its business or makes a sale or transfer of its assets or is otherwise involved in a merger or transfer of all or a material part of its business, Company may transfer your information to the party or parties involved in the transaction as part of that transaction.

Company reserves the right to limit the storage capacity of User Content. You assume full responsibility for maintaining backup copies of your User Content, and Company assumes no responsibility for any loss of your User Content due to its being removed by Company or for any other reason.

### **Your Proprietary Rights in and License to Your User Content**

Company does not claim any ownership rights in the User Content that you post, upload, email, transmit, or otherwise make available (collectively, "Transmit") on, through or in connection with the Company Services, except with respect to your unsolicited submissions, as described under "Unsolicited Submissions" below; provided, however, that User Content shall not include any Company Content or content owned by a Company Affiliate. By posting or transmitting any User Content on, through or in connection with the Company Services, you hereby grant to Company and our Company Affiliates, licensees, assignees, and authorized users a worldwide, perpetual, irrevocable, non-exclusive, fully-paid and royalty-free, freely sublicensable, transferable (in whole or in part) right (including any moral rights) and license to use, modify, excerpt, adapt, publish, translate, create derivative works and compilations based upon, publicly perform, publicly display, reproduce, sublicense, and distribute such User Content, including your name, voice, likeness and other personally identifiable information to the extent that such is contained in User Content, anywhere, in any form and on and through all media formats now known or hereafter devised, for any and all purposes including, but not limited to, promotional, marketing, trade or any non-commercial or commercial purposes. Additionally, Company is free to use any ideas, concepts, know-how, or techniques contained within such User Content for any purpose including, but not limited to, developing, manufacturing, marketing, and providing commercial products and services, including Company Services. Company's use of such User Content shall not require any further notice or attribution to you and such use shall be without the requirement of any permission from or any payment to you or any other person or entity. You hereby appoint Company as your agent with full authority to execute any document or take any action Company may consider appropriate in order to confirm the rights granted by you to Company in this Agreement.

You represent and warrant that: (i) you own the User Content Transmitted by you on, through or in connection with the Company Services, or otherwise have the right to grant the license set forth in this Section, and (ii) the Transmission of User Content by you on, through or in connection with the Company Services and Third Party Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, and any other

monies owing any person or entity by reason of the use of any User Content Transmitted by you on or through the Company Services or Third Party Services.

If you delete your User Content from any of the Sites, Company's license to such User Content will end after a reasonable period of time necessary for the deletion to take full effect. However, the User Content may be retained in the Company's back-up copies of the Sites, which are not publicly available. Furthermore, to the extent that Company made use of your User Content before you deleted it, Company will retain the right to make such pre-existing uses even after your User Content is deleted. You acknowledge that (i) deletion of your User Content from the Sites will not result in, and Company assumes no responsibility for, the deletion of such User Content by any third parties who were provided with or had access to such User Content prior to your deleting it from the Sites, and (ii) termination of your account or your use of the Company Services will not result in the immediate or automatic deletion of your User Content consistent with this Agreement.

### **Removal of Material that Infringes Copyrights**

Company respects the intellectual property of others and requires that our users do the same. Company has a policy that provides for the termination in appropriate circumstances of access to Company Services for individuals who are repeat infringers. Company also reserves the right to remove or disable access to any transmission of content that infringes the copyright of any person under the laws of the United States upon receipt of a notice that substantially complies with the requirements of 17 U.S.C. § 512(c)(3) as set forth above.

*If you believe material on Company Services infringes your copyright.*

If you believe that any material residing on or linked to from Company Services infringes your copyright, you must send Company's designated Copyright Agent a written notification of claimed infringement that contains substantially all of the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Company Services (such as the URL(s) of the claimed infringing material); (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and an email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you that the above information in your notification is accurate and a statement by you, made under penalty of perjury, that you are the owner of an exclusive right that is allegedly infringed or are authorized to act on the owner's behalf; and (f) your physical or electronic signature. Company's Copyright Agent for notification of claimed infringement can be reached at:

Copyright Agent

Email: [legal@all3a.com](mailto:legal@all3a.com)

Address: 6060 Center Drive, Suite 400, Los Angeles, CA 90045

Phone: 424-732-6600

*If you posted material to Company Services that was removed due to notice by a copyright owner.*

If you posted material to Company Services that Company removed due to a notice of claimed infringement from a copyright owner, Company will take reasonable steps promptly to notify you that the material has been removed or disabled. This notice may be by means of a general notice on the Sites or by written or electronic communication to such address(es) you have provided to Company, if any. You may provide counter-notification in response to such notice in a written communication that includes substantially all of the following: (i) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled; (ii) a statement by you, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (iii) your name, address, telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which Company may be found, and that you will accept service of process from the person who provided notification requesting the removal or disabling of access to the material or such person's agent; and (iv) your physical or electronic signature.

Please note that, under 17 U.S.C. §512(f), any person who knowingly makes material misrepresentations in a notification of claimed infringement or any counter-notification may be liable for damages.

### **Misuse of Company Services**

If you become aware of any misuse of the Company Services, including in violation of any of the section titled “Restrictions on Use of Company Services,” please report it immediately to Company via email at [legal@all3a.com](mailto:legal@all3a.com). Company assumes no responsibility for monitoring the Company Services for inappropriate third party content or user conduct. If at any time, Company chooses in its sole discretion to monitor the Company Services, Company nonetheless assumes no responsibility for Content other than Company Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of any user.

### **Third Party Links and Services**

The Company Services may provide, or third parties may provide, links to other websites, applications, resources, or other services created by third parties (“Third Party Services”). When you engage with a provider of a Third Party Service, you are interacting with the third party, not with Company. If you choose to use a Third Party Service and share information with it, the provider of the Third Party Service may use and share your data in accordance with its privacy policy and your privacy settings on such Third Party Service. Company encourages you not to provide any personally identifiable information to or through any Third Party Service unless you know and are comfortable with the party with whom you are interacting. If you are interested in creating hypertext links to the Sites, you must contact Company at [legal@all3a.com](mailto:legal@all3a.com) before doing so. In establishing hypertext links, you must not represent in any way, expressly or by implication, that you have received the endorsement, sponsorship or support of the Sites or Company, including its respective employees, agents, directors, officers, or shareholders. In addition, the provider of the Third Party Service may use other parties to provide portions of the application or service to you, such as technology, development or payment services. Company is not responsible for and makes no warranties, express or implied, as to the Third Party Services or the providers of such Third Party Services (including, but not limited to, the accuracy or completeness of the information provided by such Third Party Service or the privacy practices thereof). Inclusion of any Third Party Service or a link thereto on the Company Services does not imply approval or endorsement of the Third Party Service. Company is not responsible for the content or practices of any websites other than the Sites, even if the website links to the Sites and even if it is operated by a Company Affiliate or a company otherwise connected with the Sites. By using the Company Services, you acknowledge and agree that Company is not responsible or liable to you for any content or other materials hosted and served from any website other than the Sites. When you access Third Party Services, you do so at your own risk.

### **Member Disputes**

You are solely responsible for your interactions with other users of the Sites and the Company Services, providers of Third Party Services or any other parties with whom you interact on, through or in connection with the Company Services. In the event that you have a dispute with one or more users of the Company Services, you release the Sites (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Company reserves the right, but has no obligation, to become involved in any way with any disputes between you and such parties.

### **Privacy**

Use of the Company Services is also governed by our Privacy Policy attached to the application, which is incorporated into and is a part of this Agreement by this reference.

### **Force Majeure**

Neither Company nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond our or your reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal

body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

## **Disclaimers**

THE COMPANY SERVICES ARE PROVIDED “AS-IS” AND “AS AVAILABLE” AND COMPANY DOES NOT GUARANTEE OR PROMISE ANY SPECIFIC RESULTS FROM USE OF OR CONTINUOUS AVAILABILITY OF THE COMPANY SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES IMPLIED FOR A COURSE OF PERFORMANCE OR COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY MAKES NO WARRANTY THAT YOUR USE OF THE COMPANY SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS TO THE COMPANY SERVICES WILL BE CORRECTED, THAT THE COMPANY SERVICES OR THE SERVERS ON WHICH THEY ARE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY INFORMATION OBTAINED BY YOU ON, THROUGH OR IN CONNECTION WITH THE COMPANY SERVICES OR THIRD PARTY SERVICES (INCLUDING, BUT NOT LIMITED TO, THROUGH USER CONTENT OR THIRD PARTY ADVERTISEMENTS) WILL BE ACCURATE, RELIABLE, TIMELY OR COMPLETE. UNDER NO CIRCUMSTANCES WILL COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH) RESULTING FROM USE OF THE COMPANY SERVICES, PROBLEMS OR TECHNICAL MALFUNCTION IN CONNECTION WITH USE OF THE COMPANY SERVICES, ATTENDANCE AT A COMPANY EVENT, ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED IN CONNECTION WITH THE COMPANY SERVICES, ANY USER CONTENT OR ANY THIRD PARTY ADVERTISEMENT OR THIRD PARTY SERVICE TRANSMITTED ON, THROUGH OR IN CONNECTION WITH THE COMPANY SERVICES, OR THE CONDUCT OF ANY USERS OF THE COMPANY SERVICES, WHETHER ONLINE OR OFFLINE. YOUR USE OF USER CONTENT, THIRD PARTY ADVERTISEMENTS, THIRD PARTY SERVICES AND THE GOODS OR SERVICES PROVIDED BY ANY THIRD PARTIES IS SOLELY YOUR RESPONSIBILITY AND AT YOUR OWN RISK.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE COMPANY SERVICES, AND ANY INFORMATION TRANSMITTED OR RECEIVED IN CONNECTION THEREWITH, MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ASSUME RESPONSIBILITY FOR THE ENTIRE COST OF ANY MAINTENANCE, REPAIR OR CORRECTION TO YOUR COMPUTER SYSTEM OR OTHER PROPERTY OR RECOVERY OR RECONSTRUCTION OF LOST DATA NECESSITATED BY YOUR USE OF THE COMPANY SERVICES.

## **Limitation on Liability**

IN NO EVENT WILL COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATIONS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT DAMAGES ARISING FROM: (1) YOUR USE OF OR INABILITY TO USE THE COMPANY SERVICES; (2) ANY INTERRUPTION IN THE AVAILABILITY OF THE SITES OR ITS CONTENT; (3) ANY LOSS OF DATA OR EQUIPMENT FAILURE; (4) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (5) STATEMENTS OR CONDUCT OF ANY THIRD PARTIES ON THE SITES; OR (6) ANY USE OF, REFERENCE TO, OR RELIANCE ON, ANY CONTENT ON THE SITES. IN JURISDICTIONS THAT DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF SUCH DAMAGES, COMPANY’S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY’S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE COMPANY SERVICES DURING THE TERM OF YOUR USE OF THE COMPANY SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT ANY DAMAGES YOU INCUR ARISING OUT OF COMPANY’S ACTS OR OMISSIONS OR YOUR USE OF THE SITES OR THE COMPANY SERVICES ARE NOT IRREPARABLE AND ARE INSUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING THE

AVAILABILITY OF OR ANY PERSON'S ABILITY TO ACCESS ANY PORTION OF THE SITES OR THE COMPANY SERVICES.

THE LIMITATIONS IN THIS SECTION APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

### **United States Jurisdiction**

Company provides the Company Services in the United States of America. Company does not represent that the Company Content or the Company Services are appropriate (or, in some cases, available) for use in other locations. If you use the Sites or the Company Services from a jurisdiction other than the United States, you agree that you do so of your own initiative, and you are responsible for complying with local laws as applicable to your use of the Sites or the Company Services.

Not all of the Company Services are available worldwide or nationwide, and Company makes no representation that you will be able to obtain any Company Services in any particular jurisdiction, either within or outside of the United States.

### **U.S. Export Controls**

Software available in connection with the Company Services is further subject to United States export controls. No such software may be downloaded from the Company Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using such software is at your sole risk.

### **Arbitration Agreement**

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, CA before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules.

### **Governing Law**

The Agreement will be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of law provisions.

Except with respect to Disputes to be resolved through an arbitration process in accordance with the Arbitration Agreement contained above, you and Company agree to submit to the exclusive jurisdiction of the courts located in Los Angeles, California to resolve any Dispute arising out of the Agreement or the Company Services. YOU HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION IN FEDERAL COURTS PURSUANT TO SUBJECT MATTER JURISDICTION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SITES OR THE COMPANY SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION ACCRUES. AFTER SUCH PERIOD, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

### **Indemnity**

You agree to indemnify and hold Company, its Company Affiliates, subcontractors and other partners, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including, but not limited to,

reasonable attorneys' fees, made by any third party due to or arising out of or in connection with your use or misuse of the Sites or the Company Services, your breach of this Agreement, your violation of any rights of another or any Content that you Transmit through the Company Services.

### **Unsolicited Submissions**

Company does not knowingly accept, via the Company Services or otherwise, unsolicited submissions including, without limitation, submissions by you of blog ideas, articles, scripts, story lines, fan fiction, characters, drawings, information, suggestions, proposals, ideas, or concepts. Company requests that you do not make any unsolicited submissions. Any similarity between an unsolicited submission and any elements in any Company or Affiliated Company creative work including, without limitation, a film, series, story, title, or concept would be purely coincidental. If you do send any submissions to Company via the Company Services that are unsolicited (including but not limited to any Forum), however, you agree that (i) your unsolicited submissions are not being made in confidence or trust and that by making such submissions no contractual or fiduciary relationship is created between you and Company; (ii) any such unsolicited submissions and copyright become the property of and will be owned by Company (and are not User Content licensed by you to Company under "Your Proprietary Rights in and License to Your User Content") and may be used, copied, sublicensed, adapted, transmitted, distributed, publicly performed, published, displayed, or deleted as Company sees fit; (iii) you are not entitled to any compensation, credit or notice whatsoever in connection with such submissions; and (iv) by sending an unsolicited submission you waive the right to make any claim against Company or Company Affiliates relating to any unsolicited submissions by you, including, without limitation, unfair competition, breach of implied contract, or breach of confidentiality.

### **Other**

The failure of Company to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. The Section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. Except as otherwise expressly provided herein, if any provision of this Agreement is unlawful, void, or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

You agree that any notices the Company may be required by Applicable Law to send to you will be effective upon Company's sending an e-mail message to the e-mail address you have on file with Company or publishing such notices on the informational page(s) of the Sites.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this Agreement or your use of the Company Services. A printed version of this Agreement and of any notice related to it shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent as other business documents and records originally generated and maintained in printed form.

Nothing contained in this Agreement limits Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Company Services or information provided to or gathered by us in connection with such use.

Please contact us at: [legal@all3a.com](mailto:legal@all3a.com) with any questions regarding this Agreement.