

Last Updated: [July 19, 2019]

Terms of Use

1. Introduction.

Please read these Terms of Use (“Agreement”) carefully, as it constitutes legally binding terms and conditions and applies to your use of (a) our website, located at www.101studiosco.com (the “Site”) and (b) any of the Content, 101 Studio’s social networking services and any other content, applications, features, functionality, information and services offered by us whether through the Site or otherwise (each of the above individually and collectively referred to herein as the “Services”), whether via a wireless or mobile device, a tablet a personal computer or any other technology or device (each, a “Device”). If you are entering into this Agreement in connection with our employment, you hereby represent to 101 Studios that you are authorized to and hereby do bind your company/employer to this Agreement. Any references herein to “you” and “your” will refer to both you and your company/employer, as applicable. This Agreement shall remain in full force and effect while you use the Services and does not cover other services, websites or content made available by any other company or third party, unless specifically stated. From time to time, we may modify this Agreement. If we materially change the terms of this Agreement, we will notify you of such changes by posting them on the Site or by sending you an email or other notification. Your use of the Services following the posting or other notification of such changes will signify your agreement to be bound by the changes.

By using the Services you expressly agree to comply with this Agreement and any additional terms and conditions that we may provide to you, including in connection with your use of other products and services we may offer or make available to you (“Additional Terms”). The Services may also provide rules of participation for certain activities and services, including contests, sweepstakes and other initiatives (“Rules”). The Services’ Privacy Policy **[NOTE: EMBED LINK]**, the Additional Terms and the Rules, as applicable, are hereby incorporated into this Agreement by reference as though fully set forth herein. Any capitalized terms that are not defined in this Agreement shall have the meaning ascribed in the Privacy Policy, Additional Terms and Rules, as applicable.

2. Services.

The Services allow 101 Studios to provide to visitor, personalized access to certain features, functionality, information and services provided by us and/or our affiliates, which may include the ability to promote, market, display, message and make certain information and content available to visitors regarding upcoming film releases, audio-visual content and other related products and services.

Third Party Platforms. Some of the Services may be dependent on and/or interoperate with third-party owned and/or operated platforms and services (e.g., Facebook, Twitter) (each, a “Third Party Platform”) and may require that you be a registered member of such Third Party Platforms and provide certain account credentials and other information in order to access such Services. Such Third Party Platforms may provide us with certain additional information about you, which may include your email address, legal name, country of residence, location, date of birth, film and other preferences and usage data, all as more fully described herein and subject to the terms and conditions hereof, including the Privacy Policy **[NOTE: EMBED LINK]**.

3. Eligibility; Compliance.

Use of the Services is limited to users 13 years of age and older (if you are located in the United States) or 16 years of age or older (if you are located outside of the United States). By using the Services, you represent and warrant that (a) you are 13 years of age or older if you are located in the United States or 16 years of age or older if you are located outside of the United States and (b) your use of the Services does not violate (i) any applicable law, rule or regulation or (ii) any applicable terms, conditions or requirements of any provider of a Third Party Platform. Certain features of the Services may be subject to heightened age and/or other eligibility requirements and restrictions. If you are a user between the ages of 13 and 18, please review this Agreement with your parent or guardian. Your parent or guardian should agree to this Agreement on your behalf and parental discretion is advised for all users under the age of 18.

4. Personal Information.

Our information collection and use policies with respect to the privacy of such Personal Information are set forth in the Privacy Policy **[NOTE: EMBED LINK]**. You acknowledge and agree that you are solely responsible for the accuracy and content of personal information.

5. Proprietary Rights.

We require users to respect our copyrights, trademarks, and other intellectual property rights, and likewise respect the intellectual property of others. Content contained and/or made available through the Services (excluding User Postings, as defined below), including all audio/visual content, artwork, photographs, graphics, logos, trademarks, copy, text, computer code, software, music (including the musical compositions therein), information, materials and/or other intellectual property and/or proprietary rights therein (collectively, “Content”), may be owned, controlled and/or licensed by 101 Studios or other third parties. The Content may be protected by copyright, trademark and other applicable proprietary rights laws, including under U.S. Federal and State, as well as applicable foreign laws, rules, regulations and treaties. You must not alter, delete or conceal any copyright, trademark, service mark or other notices, including any notices of attribution, contained on or incorporated in the Services, including notices on any Content you transmit, download, display, print, stream or reproduce from the Services.

The Services are to be used solely for your non-exclusive, non-assignable, non-transferable, non-commercial and limited personal use and for no other purposes. You shall not, nor shall you allow any third party to, reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including on or via a third party website or platform), or otherwise use, any Content (a) without the express, prior written consent of the respective owners or (b) in any way that violates the rights of any third party. If you believe that the Services contain elements that infringe your copyrights in your work, please follow the procedures set forth in Section 8 below.

6. User Conduct.

You are solely responsible for your conduct in connection with the Services. The use of the Services for any unlawful or harmful activity is expressly prohibited. You agree that, while using the Services, you shall not:

- (a) engage in or encourage conduct that would violate any applicable law, rule, regulation, judicial or government order or give rise to civil liability or violate or infringe upon any intellectual property, proprietary, privacy, moral, publicity or other rights of ours or of any other person or entity;
- (b) submit, post, email, display, transmit or otherwise make available through the Services any material or take any action that is or is likely to be unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy or publicity rights, harassing, profane, obscene, vulgar or that contains explicit or graphic imagery, descriptions or accounts of excessive violence or sexual acts (including sexual language of a violent or threatening nature directed at another individual or group of individuals), contains a link to an adult website or is patently offensive, promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (c) submit, post, email, display, transmit or otherwise make available through the Services any material that you do not have a right to make available under any law, rule or regulation or under contractual or fiduciary relationships (such as inside information, proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements), or otherwise creates a security or privacy risk for any other person or entity;
- (d) engage in or encourage conduct that affects adversely or reflects negatively on 101 Studios, its affiliates, or parent company, the Services, our goodwill, name or reputation or causes duress, distress or discomfort to us or anyone else, or discourage any person or entity from using all or any portion, features or functions of the Services, or from advertising or becoming a supplier to us in connection with the Services;
- (e) submit, post, email, display, transmit or otherwise make available through the Services any material that contains a software virus, worm, spyware, Trojan horse or other computer code, file or program designed to interrupt, impair, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- (f) except as expressly permitted herein, use the Services for commercial or business purposes, including engaging in barter arrangements, pyramid schemes, advertising, marketing or offering goods or services or exploiting information or material obtained on, through or in connection with the Services, whether or not for financial or any other form of compensation or through linking with another website, platform or service;
- (g) modify, disrupt, impair, alter or interfere with the use, features, function, operation or maintenance of the Services or the rights or use or enjoyment of the Services by any other user;
- (h) impersonate any person or entity or falsely state or otherwise represent your affiliation with any person or entity;
- (i) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted on, through or in connection with the Services;
- (j) solicit passwords or personal identifying information for commercial or unlawful purposes from other users or engage in spamming, flooding, harvesting of email addresses or other personal information, “spidering,” “screen scraping,” “phishing,” “database scraping,” or any other activity with the purposes of obtaining lists of other users or other information, including transmitting or facilitating in the transmission of junk email, chain letters, duplicative or unsolicited messages;
- (k) modify, reverse engineer, decompile or disassemble any part of the Services, whether in whole or in part, or create any derivative works from any part of the Services, or encourage, assist or authorize any other person to do so; or
- (l) submit, post, email, display, transmit or otherwise make available through the Services any information, materials or content (and/or engage in or encourage conduct or other activities) that are, or could be perceived as, false, incorrect, misleading or deceptive.

101 Studios assumes no responsibility for removing, or monitoring the Services for, any inappropriate, false, incorrect, misleading, deceptive or unlawful content, information, materials or conduct. 101 Studios reserves the right to investigate and take appropriate action against anyone who, in 101 Studios’ sole discretion, violates, or is suspected of violating, this Agreement, including removing any Content or User Posting from the Services at any time, and/or reporting you to law enforcement authorities.

7. User Postings.

The Services may provide you and other users with an opportunity to submit, post, email, display, transmit or otherwise make available comments, reviews, links, materials, ideas, images, opinions, messages and other content and information via the Services (each, a “User Posting”, and collectively, “User Postings”). When you submit User Postings, you may also be asked to provide information about you and your submission. This may include such things as information about the User Posting(s), your location, activity, preferences, photographs, media and/or similar information. You acknowledge and agree that all User Postings made by means of or in connection with any portion of the Services are public and that (a) you have no expectation of privacy in any User Posting, including any photograph or post tagged with a hashtag associated with a particular film and/or actor, and (b) no confidential, fiduciary, contractually implied or other relationship is created between you and 101 Studios by reason of your transmitting a User Posting in connection with the Services. Further, you understand that by using the Services, you may be exposed to other people’s User Postings that could be offensive, incorrect, indecent or objectionable and, as such, 101 Studios does not guarantee the accuracy, integrity, quality or content of any User Postings. Under no circumstances shall 101 Studios be liable in any way for any loss or damage of any kind incurred as a result of any User Postings submitted, uploaded, posted, emailed, displayed, transmitted or otherwise made available.

In connection with all User Postings you submit, post, email, display, transmit or otherwise make available, you grant to 101 Studios the unrestricted, worldwide, non-exclusive, irrevocable, perpetual, fully paid-up and royalty-free right and license, in any form or format, on or through any media or medium and with any technology or Devices now known or hereafter developed, to use, host, cache, store, maintain, use, reproduce, distribute, display, exhibit, perform, publish, broadcast, transmit, modify, prepare derivative works of, adapt, reformat, translate, and otherwise exploit all or any portion of your User Posting on the Services and in connection with any of 101 Studios businesses (including its successors and assigns), including for promotional purposes.

You also represent, warrant and covenant that (a) you own the User Posting or are otherwise authorized to grant the rights, licenses and privileges described in this Agreement and to perform and comply with all of the requirements set forth herein; (b) your submission, uploading, posting, emailing, displaying, transmission and/or making available of User Postings does not violate this Agreement, any rights of any other party or entity, any of your obligations, any law, rule or regulation; (c) you have the legal right and capability to enter into this Agreement and perform and comply with all of its terms and conditions; and (d) you hold and shall continue to hold all ownership, license, proprietary and other rights necessary to enter into, authorize, grant rights and perform your obligations under this Agreement and shall pay for all royalties, fees, and any other monies owing to any person or entity by reason of your User Postings.

8. Digital Millennium Copyright Act.

If you are a copyright owner or an agent thereof and believe that any content on the Services infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Designated Agent (as set forth below) with the following information in writing (see 17 U.S.C. 512(c)(3) for further details):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Services are covered by a single notification, a representative list of such works on the Services;
- 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 and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if applicable, e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Written notification of claimed infringement must be submitted to the following Designated Agent:

Name and Address of Designated Agent: **[Matthew Lipson]**

101 Studios, LLC
Attention: [Head of Digital]
Address: [335 N. Maple Drive]
[Suite 350]
Email: [101studiosent@gmail.com]

For clarity, only DMCA notices should be sent to the Designated Agent and any other feedback, comments, requests for technical support, and other communications should be directed to 101 Studios by sending an email to [●] [101studiosent@gmail.com] You acknowledge and agree that if you fail to comply with all of the requirements of this Section 8, your DMCA notice may not be valid.

9. Fee-Based Services.

We may make available certain fee-based content and other e-commerce services on and/or in connection with the Services or through third party service providers (“Fee-Based Services”). You acknowledge and agree that certain Fee-Based Services may utilize third party service providers, and all purchases made through these third party service providers are subject to such third party’s respective terms and conditions, and in the event of a conflict

between such third party's terms and conditions and this Agreement, the terms and conditions of the third party service provider shall govern and control. 101 Studios is not responsible and has no liability whatsoever for goods or services you obtain through our third party service providers or other web sites or web pages.

You may only use the Fee-Based Services if, and you hereby represent, warrant and agree that, (a) you are 18 years of age or older and a legal resident of the United States of America and (b) you shall pay in full the prices and fees (including all applicable taxes) for any purchases you, or anyone on your behalf, make via credit, debit or charge card or other payment means then acceptable to 101 Studios concurrent with your order. Certain payment means acceptable to 101 Studios may be subject to certain additional restrictions and conditions, including territory restrictions, bank/payment card restrictions, spending limits, third party service provider restrictions or otherwise, which may prevent the processing of your order.

101 Studios or any of its third party service providers does not guarantee that product descriptions or other content will be accurate, complete, reliable, current, or error-free. Descriptions and images of, and references to, products on the Services do not imply our or any of our affiliates' endorsement of such products. 101 Studios and its third party operational service providers reserve the right, with or without prior notice, to (i) change the product descriptions, images, and references, (ii) limit the available quantity of any product, (iii) honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions, (iv) bar any user from conducting any or all transaction(s) and (v) and/or refuse to provide any user with any product. Prices and availability of any product and/or service are subject to change without notice.

10. Data and Wireless Access Charges.

The Services may require data access, and the provider of data access (*e.g.*, network operator, wireless carrier) for your Device may charge you data access fees in connection with your use of such Services, including wireless carrier messaging and other communication, messaging and data fees and charges. Under no circumstances will 101 Studios be responsible for any such data access fees and charges in connection with your use of any Services, including wireless internet, email, text messaging or other charges or fees incurred by you (or any person that has access to your Device, telephone number, email address, User Subscription or other similar information). Further, the use or availability of certain Services may be prohibited or restricted by your wireless carrier and/or data access provider, and not all Services may work with all wireless carriers, networks, platforms, services or Devices.

11. Messaging; Other Technology.

We may provide you with emails, text messages, push notifications, alerts and other messages (collectively, "Notifications") related to the Services, such as offers, products, events, and other promotions. If you no longer wish to receive Notifications, you may opt out by either following the specific instructions included in such communications or by contacting 101 Studios at [101studiosent@gmail.com]

12. Promotions, Contests, and Sweepstakes.

From time to time, 101 Studios may conduct promotions and other activities on, through or in connection with the Services, including contests and sweepstakes (collectively, "Promotions"). Each Promotion may have Additional Terms and/or Rules which shall be posted or otherwise made available to you in connection therewith.

13. Assignment.

This Agreement, and any rights, licenses and privileges granted herein, may not be transferred or assigned by you, but may be assigned or transferred by 101 Studios without restriction, notice or other obligation to you.

14. Indemnity.

You agree to indemnify, defend and hold 101 Studios, its affiliates, and parent company, and their respective successors and assigns, directors, officers, employees, representatives, agents, licensors, partners, suppliers and service providers harmless from any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees), arising in any way out of or in connection with (a) your breach or violation this Agreement or any applicable law, (b) any third party claims regarding your use of the Services and/or (c) your User

Postings. 101 Studios reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you and all negotiations for its settlement or compromise, and you agree to fully cooperate with us upon our request.

15. DISCLAIMER AND LIMITATIONS OF LIABILITY.

THE SERVICES, AND ALL CONTENT, PRODUCTS, SERVICES AND USER POSTINGS MADE AVAILABLE ON, THROUGH OR IN CONNECTION THEREWITH, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SERVICES WILL BE AVAILABLE FOR USE, OR THAT ANY PRODUCTS, FEATURES, FUNCTIONS, SERVICES OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. ALL IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS RELATING TO THE SERVICES, AND ALL CONTENT, PRODUCTS, SERVICES AND USER POSTINGS ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY MALICIOUS CODE, DELAYS, INACCURACIES, ERRORS, OR OMISSIONS ARISING OUT OF YOUR USE OF THE SERVICES. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOU ARE ASSUMING THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, PERFORMANCE, TIMELINESS, ADEQUACY, COMPLETENESS, CORRECTNESS, AUTHENTICITY, SECURITY AND VALIDITY OF ANY AND ALL FEATURES AND FUNCTIONS OF THE SERVICES, INCLUDING USER POSTINGS AND CONTENT ASSOCIATED WITH YOUR USE OF THE SERVICES. FURTHER, WITHOUT LIMITING THE FOREGOING, 101 STUDIOS, ITS AFFILIATES, PARENT COMPANY, SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, PARTNERS, SERVICE PROVIDERS, ADVERTISERS AND SUPPLIERS MAKE NO REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRODUCTS OR SERVICES ORDERED OR PROVIDED VIA THE SERVICES, AND HEREBY DISCLAIM, AND YOU HEREBY WAIVE, ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, MADE IN CONNECTION WITH PRODUCT OR SERVICES LITERATURE, FREQUENTLY ASKED QUESTIONS DOCUMENTS, ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU IN CONNECTION WITH THE SERVICES, INCLUDING CORRESPONDENCE WITH 101 STUDIOS OR ITS AGENTS OR OTHERWISE.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, 101 STUDIOS, ITS AFFILIATES, PARENT COMPANY, SUCCESSORS AND ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, PARTNERS, SERVICE PROVIDERS AND SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM USE OF THE SERVICES OR FROM THIS AGREEMENT, INCLUDING COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THE CAPACITY OF THE SERVICES, IN THE AGGREGATE AND FOR EACH USER, IS LIMITED. CONSEQUENTLY, SOME MESSAGES, CONTENT AND TRANSMISSIONS, INCLUDING USER POSTINGS, MAY NOT BE PROCESSED IN A TIMELY FASHION OR AT ALL, AND SOME FEATURES OR FUNCTIONS MAY BE RESTRICTED OR DELAYED OR BECOME COMPLETELY INOPERABLE. AS A RESULT, YOU ACKNOWLEDGE AND AGREE THAT 101 STUDIOS ASSUMES NO LIABILITY, RESPONSIBILITY OR OBLIGATION TO TRANSMIT, PROCESS, STORE, RECEIVE OR DELIVER TRANSACTIONS OR USER POSTINGS OR FOR ANY FAILURE OR DELAY ASSOCIATED WITH ANY USER POSTINGS AND YOU ARE HEREBY EXPRESSLY ADVISED NOT TO RELY UPON THE TIMELINESS OR PERFORMANCE OF THE SERVICES FOR ANY TRANSACTIONS OR USER POSTINGS. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES OR CERTAIN LIMITATIONS ON DAMAGES AND REMEDIES, ACCORDINGLY SOME OF THE EXCLUSIONS AND LIMITATIONS DESCRIBED IN THIS AGREEMENT MAY NOT APPLY TO YOU.

16. Governing Law; Miscellaneous.

This Agreement and your use of the Services is governed by, construed and enforced in accordance with the internal substantive laws of the State of California (notwithstanding the state's conflict of laws provisions) applicable to contracts made, executed and wholly performed in California, and, for the purposes of any and all legal or equitable

actions, you specifically agree and submit to the exclusive jurisdiction and venue of the State and Federal Courts situated in the State and County of Los Angeles and agree you shall not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise.

IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF THE SERVICES OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

TO THE EXTENT ALLOWED BY LAW, EACH OF YOU AND 101 STUDIOS WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

This Agreement contains the entire understanding and agreement between you and 101 Studios concerning the Services and supersedes any and all prior or inconsistent understandings relating to the Services and your use thereof. This Agreement cannot be changed orally. If any provision of this Agreement is held to be illegal, invalid or unenforceable, this shall not affect any other provisions and this Agreement shall be deemed amended to the extent necessary to make it legal, valid and enforceable. The terms “include,” “includes,” and “including,” whether or not capitalized, mean “include, but are not limited to,” “includes, but is not limited to,” and “including, but not limited to,” respectively and are to be construed as inclusive, not exclusive. Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of this Agreement; however, no action arising out of this Agreement or your use of the Services, regardless of form or the basis of the claim, may be brought by you more than one year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose). The failure of 101 Studios to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision.

The Services are controlled by 101 Studios from its offices in the United States. 101 Studios makes no representation or warranty that the Services or Content contained on or made available in connection therewith is legal, appropriate or available for use in other locations. Those who choose to access the Services from other locations do so at their own risk and are responsible for compliance with any and all local laws, rules and regulation, if and to the extent local laws, rules and regulations are applicable. No software made available in connection with the Services may be downloaded, exported or re-exported into (or to a national or resident of) any countries that are subject to United States export restrictions.

It is 101 Studios’ policy not to accept or consider unsolicited creative ideas, suggestions or materials. In connection with anything you submit to us – whether or not solicited by us – you agree that creative ideas, suggestions or other materials you submit are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of review, compensation or consideration of any type.

We reserve the right to terminate or deny access, use and subscription privileges to any user of the Services at any time, for any or no reason, with or without prior notice, and without obligation to you or any third party. You acknowledge, consent and agree that 101 Studios may access and disclose your account and registration information if required to do so by law or if based on a good faith belief that such access or disclosure is necessary to comply with the legal process, enforce the Agreement, response to claims that any content or information violates the rights to any third party, or otherwise protect the rights, property or safety of 101 Studios, its users or third parties.

To the extent that there is a conflict between this Agreement and the Additional Terms, the Additional Terms shall govern. To the extent that there is a conflict between this Agreement and the specific Rules for the activity in which you choose to participate, the Rules shall govern. To the extent that there is a conflict among this Agreement, the Additional Terms and/or the Rules, the following order of precedence shall apply: first, the Rules, second, the Additional Terms, and third, the Agreement.

This Agreement was last modified on the date indicated above and is effective immediately.

COPYRIGHT NOTICE

TRADEMARK NOTICE

The trademarks, logos, service marks and trade names (collectively, the “Trademarks”) displayed on or in connection with the Services are registered and unregistered Trademarks of 101 Studios, its affiliates and others and may not be used in connection with products and/or services that are not related to, associated with, or sponsored by their rights holders that are likely to cause customer confusion, or in any manner that disparages or discredits their rights holders. Nothing contained on or in connection with the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on or in connection with the Services without the written permission of 101 Studios or the third party that may own the applicable Trademark.