

Brushfire Films Terms & Conditions

Please read carefully before accessing or using any part of the services, benefits and products ("fan services") made available by cinder block merchandise LLC dba Brushfire Films media, inc. ("Brushfire Films" or "we") on or through this website and the other Brushfire Films managed domains (currently Brushfire Filmsmedia.Com and Brushfire Films.Net). By visiting, purchasing or using any of the fan services, each individual user ("you") accepts and agrees to the terms in this agreement ("fan terms"). Brushfire Films reserves the right to make changes to its website, rules and policies, modify or discontinue portions of the fan services for a particular artist or all of the artists, or change its pricing policy and/or these fan terms at any time. It is your responsibility to check the fan terms periodically for changes. Your continued use after any changes have been posted constitutes your acceptance of those changes.

1. What Are the Fan Services and these Fan Terms?

We are dedicated to helping bands and other artists make their content (audio, video, images, etc.) available to their fans through the Fan Services. Each artist provides its own products and services through our website, which means that each artist can also include its own terms and conditions regarding its distinct product and service offerings. If any artist's terms and conditions are inconsistent with the Fan Terms, the Fan Terms will control.

We are dedicated to helping bands and other artists make their content (audio, video, images, etc.) available to their fans through the Fan Services. Where the fans are outside the U.S., we operate as the disclosed agent of the artists, acting in their name and on their behalf in providing the Fan Services.

2. What Other Policies or Terms Apply to Your Use of the Fan Services?

Brushfire Films's current privacy policy is located at <http://www.Brushfire>

Filmsmedia.com/privacypolicy. Brushfire Films's Copyright Dispute Policy is located at [http://www.Brushfire Filmsmedia.com/copyright-policy](http://www.BrushfireFilmsmedia.com/copyright-policy).

The Fan Services may include links to other third party websites. and other websites may contain links to Brushfire Films. Those other third party websites are not under Brushfire Films's control, so You use them at Your own risk. Brushfire Films is not responsible or liable for any aspects, functions, legalities, or accuracies of such websites, and the inclusion of any link to a third party website does not imply any endorsement by Brushfire Films. Accordingly, Brushfire Films is not responsible or liable for any damage or loss caused or alleged to be caused by or in connection with such third party websites.

3. What Do You Have to Do to Register?

Some of the features of the Fan Services will require You to register with Brushfire Films and select an appropriate password and screen name ("Brushfire Films User ID"). Brushfire Films may refuse to register and may cancel a Brushfire Films User ID at any time. You are solely responsible for maintaining the confidentiality of Your account and password, and you agree to accept responsibility for all activities that occur under Your account or password. You must immediately notify Brushfire Films of any security breach (e.g., unauthorized use of Your account).

4. Are You Eligible to Use the Fan Services?

Brushfire Films does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register. If You are under 13,

please do not attempt to register for Fan Service or send any information about Yourself to Brushfire Films. If we believe or determine that You are under 13, we will terminate Your right to access any part of this website for Fan Services that require registration. This provision and the right to access Fan Services is void where prohibited by law.

5. Do I Have to Pay to Use the Fan Services?

Artists may offer some products or services for free and others will require payment. Also, Artists may change the price of their products and other offerings at any time. You must pay for all items purchased by You, and for other features that may require payment. You must read and comply with the instructions and restrictions explicitly stated during the checkout process for any product purchased. The delivery times specified in the Brushfire Films checkout process are estimates only. If You do not receive a product You ordered through the Fan Services, please email Brushfire Films with Your request and proof of receipt. If approved by Brushfire Films, You will be credited for the product that You did not receive. However, You understand and agree that Brushfire Films is a platform that artists use to sell their products and services and to improve communications with their fans. Brushfire Films will work with the applicable artist who sold You such product to try to remedy the situation, however, the applicable artist (not Brushfire Films) is solely responsible for fulfilling such orders.

6. Prohibited Activities

In using the Fan Services, you agree not to:

- Take any action or use, submit or distribute any text, media, materials, User Submissions (as defined below), or other content (together, “Content”) on or through the Fan Services that infringes any third-party intellectual property or other right; is unlawful, threatening, harassing, defamatory, obscene or offensive; constitutes unauthorized or unsolicited advertising, crawling, spidering, or spamming; or interferes with or manipulates the Fan Services or Brushfire Films’s or any artist’s billing process, security, infrastructure, access restrictions, price or offering.
- Decompile, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Fan Services
- Modify, translate, or otherwise create derivative works of any part of the Fan Services
- Use or otherwise transfer any of the rights that You receive for the benefit of a third party
- Violate any applicable laws and regulations or these Fan Terms.
- Copy or store any content for other than personal, noncommercial use

7. What About Content and Information You Post or Upload to the Fan Service – What Rights Do You Grant to Brushfire Films and Other Users?

Your Content – The Fan Service may provide You with the ability to submit and distribute Content to Artists, Your friends, or otherwise on the Fan Service (“User Submissions”). In connection with Your User Submissions, You represent, warrant and agree (and You will demonstrate to Brushfire Films’s full satisfaction upon its request) that: (i) You own or have all licenses and rights to use and to authorize Brushfire Films to enable, use, display, and distribute the User Submissions through the Fan Service; (ii) You have the written consent of each individual person in the User Submission to use his or her name and likeness in connection with that User Submissions and through the Fan Service; and (iii) Your User Submission does not violate the privacy, publicity, intellectual property, or other rights of any person. Please be aware that Brushfire Films may remove any User Submission at any time for any reason.

Other Content – You understand that Brushfire Films does not endorse and has no control over any User Submission; that Brushfire Films is not liable for any errors or omissions in any User Submission and has no obligation to monitor the Fan Service, Content, or User Submissions; and that Brushfire Films cannot guarantee the identity of any other users with whom You may interact or the authenticity of any data which users may provide about themselves. You acknowledge that You use all content accessed by You through the Fan Service at Your own risk. Brushfire Films does not warrant, guarantee, or offer any support for the product(s) purchased or licensed through the Fan Service, and is not a party to those transactions.

Content Ownership and License – Brushfire Films will not have any ownership rights in Your User Submission; however, You hereby grant to Brushfire Films for so long as You are using the Fan Services, a worldwide, non-exclusive, royalty-free right to use, reproduce, display, perform and distribute the User Submissions so that Brushfire Films may perform the Fan Services for You. You also hereby grant each user of the Fan Service and Artist all rights necessary to access Your User Submissions and to Your fulfill transactions and services. Certain features of the Fan Service may contain additional provisions which govern ownership and licenses with respect to applicable features.

8. How Can You or Brushfire Films Terminate the Agreement?

You may terminate Your account by following the instructions on the Fan Service. Brushfire Films may terminate Your access to all or any part of the Fan Service at any time for any reason. If You have purchased a package or a subscription from an Artist

through the Fan Service that extends beyond the date of such termination, that Artist (not Brushfire Films) is solely responsible for fulfilling such obligations to You after such termination. Brushfire Films will reasonably cooperate with such Artists to allow them to fulfill their obligations to You. Any fees paid hereunder are non-refundable. All provisions of the Fan Terms which by their nature should survive termination shall survive termination (e.g., ownership provisions, warranty disclaimers, indemnities and limitations of liability).

9. What Other Legal Terms Apply to the Fan Services?

Warranty Disclaimer and Limitation of Liability- To the full extent permissible by applicable law, the Fan Services and Content is provided “As Is” and “As Available” and is without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, or that the Fan Services will be uninterrupted or error-free. Your use of the Fan Services is solely at Your own risk. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to You.

To the full extent permissible by applicable law, Brushfire Films is not responsible for any users’ actions or User Submissions. In no event shall Brushfire Films, nor its directors, employees, agents, partners, suppliers or content providers, be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the Fan Service or any other subject matter of these Fan Terms (i) for any lost profits, data loss, cost of procurement of substitute goods or services, or special,

indirect, incidental, punitive, consequential damages of any kind whatsoever, or substitute goods or services, (ii) for any bugs, viruses, trojan horses, or the like (regardless of the source of origination), (iii) for any direct damages in excess of (in the aggregate) one hundred U.S. dollars (\$100.00), or (iv) for any matter beyond its reasonable control.

Indemnification – You shall indemnify and hold harmless Brushfire Films, its affiliates and their employees, contractors, directors, suppliers and representatives from all liabilities, losses, claims, expenses, and reasonable attorneys’ fees, that arise from or relate to Your (i) User Submissions, (ii) violation of third party intellectual property or other rights, (iii) violation of applicable laws, rules or regulations, (iv) Your use of the Fan Service. Brushfire Films shall have the option to assume the exclusive defense and control of any action to which it is a party and You shall assist Brushfire Films in asserting any available defenses.

Jurisdiction and Dispute Resolution – The Fan Terms shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules. Any dispute arising from or relating to the subject matter of these Fan Terms shall be finally settled by arbitration in San Francisco County, California, using the English language in accordance with the rules of the Judicial Arbitration and Mediation Services, Inc. (“JAMS”) then in effect, by one JAMS arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. Judgment upon the award so rendered may be entered in any court of competent

jurisdiction. Notwithstanding the foregoing, each party may seek injunctive or other equitable relief in any court of competent jurisdiction at any time.

Other Terms – These Fan Terms are the entire agreement between You and Brushfire Films with respect to the Fan Service, and supersede all prior or contemporaneous communications and proposals between You and Brushfire Films with respect to the Fan Service. If any provision of the Fan Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Fan Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. The Fan Terms are personal to You, and are not assignable, transferable or sublicensable by You except with Brushfire Films's prior written consent. Brushfire Films may freely assign, transfer or delegate any of its rights and obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of the Fan Terms and neither party has any authority of any kind to bind the other in any respect. Except as otherwise provided herein, all notices will be deemed to have been duly given, when received.