

Agreement between User and Site

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You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these Terms. As a condition of your use of the Site, you warrant to Vertical Entertainment, LLC that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

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Indemnification

You agree to indemnify, defend and hold harmless Vertical Entertainment, LLC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site, your violation of any Terms or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Vertical Entertainment, LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Vertical Entertainment, LLC in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by Vertical Entertainment, LLC, in its sole discretion. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including Tort claims that are a result of these Terms. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms.

Class Action Waiver

Any arbitration under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Vertical Entertainment, LLC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

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Choice of Law/Miscellaneous:

The Terms and the agreements made herein are governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Vertical Entertainment, LLC as a result of this agreement or use of the Site. Vertical Entertainment, LLC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Vertical Entertainment, LLC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Vertical Entertainment, LLC with respect to such use. If any part of the Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, the Terms constitute the entire agreement between the user and Vertical Entertainment, LLC with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Vertical Entertainment, LLC with respect to the Site. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Vertical Entertainment, LLC reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. Vertical Entertainment, LLC encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Vertical Entertainment, LLC welcomes your questions or comments regarding the Terms:

Vertical Entertainment, LLC

_____, _____

Email Address:

Telephone number:
