

UTOPIA™

TERMS OF USE

These Terms of Use, as they may be subsequently amended ("Terms of Use" or "Terms"), outline the terms and conditions applicable to Your use of the Utopia Website and any related services, aspects, functions, software platforms, applications and derivatives of Utopia's services (collectively, the "Service").

Please read these Utopia Service Terms of Use with care before You make use of the Utopia Service, which is located at www.utopiadistribution.com (the "Website"). We'll refer to You here as "You" and "Your." We will refer to Utopia Select LLC as "Utopia," "we," "us" or "our".

NOTICE OF ARBITRATION PROVISIONS:

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICE IS SUBJECT TO BINDING INDIVIDUAL ARBITRATION OF ANY DISPUTES WHICH MAY ARISE, AS PROVIDED IN SECTION 22 ("DISPUTE RESOLUTION"). BY ACCEPTING THESE TERMS OF USE AND USING THE SERVICE, YOU HEREBY AGREE THAT ALL DISPUTES EXCEPT FOR INJUNCTIVE RELIEF AND DISPUTES ELIGIBLE FOR SMALL CLAIMS COURT WILL BE RESOLVED BY BINDING ARBITRATION AND NOT COURTS, JUDGES, OR JURIES, AND YOU HEREBY WAIVE YOUR RIGHTS TO GO TO COURT, YOUR RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE AS PART OF A CLASS OF PLAINTIFFS WITH RESPECT TO SUCH DISPUTES. PLEASE NOT USE THE SERVICE IF YOU DO NOT AGREE WITH THE FOREGOING

By using the Service and accepting these Terms of Use, You (1) agree to binding arbitration of these claims before a neutral arbitrator; and (2) waive Your rights to go to court, have a jury hear Your case, or participate as part of a class of plaintiffs with respect to such claims, all as more fully set forth in Section 22.

ACCEPTANCE OF TERMS:

This is a legally binding agreement between Utopia and You.

Use of the Service for any purpose that is unlawful or prohibited by the Terms of Use is prohibited.

By using the Service, You acknowledge and agree that You are subject to the Terms of Use, including our Privacy Policy, which is incorporated by and made a part of the Terms of Use.

By accepting these Terms, You also confirm that You are either 18 years of age or older (or the applicable age of majority in Your province, territory or country, where not 18) and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. Individuals under the age of 18, or applicable age of majority, may utilize the service only with the permission, involvement and supervision of a parent or legal guardian, under such person's account and otherwise at all times subject to these Terms of Use.

If You do not accept these Terms of Use, You may not use the Service and hereby agree to refrain therefrom.

1. WELCOME

Welcome to the Utopia Service, a service provided by Utopia Select, LLC. Utopia is an Internet-based home entertainment service platform created by filmmakers for filmmakers to distribute their movies and related content how they want, where they want, when they want for viewing by users via their computer, mobile device, Internet-capable television and/or a proprietary device manufactured by Utopia or a third party who is licensed to incorporate the Utopia Service into its device(s) (collectively, the "Utopia Devices"). Utopia provides the technology and the tools for any user (a "User") who chooses to register on the Service as a filmmaker (a "Filmmaker") to quickly launch a marketing page where they can build their brand, convert other Users of the Service into customers, and make money via the Service by renting and selling the movies ("Movies") to Users and collecting tips ("Tips") from Users. The Service offers other functions as well that are described on the Website, in these Terms of Use and/or in notices and publications from Utopia. Utopia reserves the right in its sole discretion, to change, modify, add, or delete features and functions of the Service at any time without notice.

2. CONTENT

2.1 Definition. The term "Content" as used herein refers to Movies and all other information, data, communication, video, text, graphics, photos, sounds, music, motion picture, audiovisual works, comments, and/or other material or contributions appearing

on the Service that Users of the Service may upload or otherwise submit (collectively, "Submit") to the Service, or view or access on the Service.

2.2 License of Rights in Content to Utopia. By Submitting Content to the Service, You are granting Utopia and its agents and designees a perpetual, worldwide, non-exclusive, sub-licensable and transferable license to use, reproduce, distribute, transmit, transcode, sublicense, prepare derivative works of, display, publicly perform exhibit, and otherwise exploit and promote the Content (including without limitation, all marketing assets, cover art/poster, trailer, extra photos, extra videos, cast/crew artwork, links to social media pages, links to press, and descriptions and other materials You add or upload to the Service) in accordance with Your choices in connection with the Service and with the businesses of Utopia and those of its successors, licensees, and affiliates, including without limitation for the purpose of promoting and advertising the Service and redistributing part or all of the Service (and works derived therefrom) in any and all media formats and through any and all media channels now known or later developed. Notwithstanding the foregoing, please note that Filmmakers are provided with the ability to set certain license restrictions within their Filmmaker dashboard and Utopia will use commercially reasonable good faith efforts to abide by those restrictions.

2.3 Name, Likeness and Biography. In connection with the exercise of each of the foregoing rights licensed by You, You consent to use of Your name, social media usernames, image, likeness, photograph, performance, voice, biographical details, profile pictures, and any other attributes of Your persona in any and all media now known or hereafter developed, including but not limited to the Internet (such as on the Website and on third party social media websites) and mobile applications, worldwide, in perpetuity; all without payment, compensation or further notification to or permission from You, except where prohibited by law. Utopia assumes no responsibility for Content Submitted by You or any other users of the Service. You shall be solely liable for Content that You Submit to the Service, including without limitation, any consequences of distributing the Content through the Service. You hereby release and discharge all claims both known and unknown against, and covenant not to sue, Utopia and Related Parties (defined below) with respect to the use of any Content Submitted by You as authorized by the Terms of Use (including without limitation any claims that such use violates any proprietary right such as copyrights or rights of publicity/privacy).

2.4 No Transfer of Ownership in Content. All right, title and interest in Content Submitted by You to the Service, to the extent it does not belong to third parties, will remain with You, subject to the licenses You make hereunder. Utopia does not and will not claim any ownership over such Content. Notwithstanding the foregoing, You hereby waive any moral rights that You may have in Your Content in favor of Utopia and anyone

acting with the authorization of Utopia. You hereby affirm, represent and warrant that You will own or obtain all necessary licenses, rights, consents, and permissions to enable Utopia to publish, distribute and otherwise utilize as authorized in these Terms of Use, the Content You Submit to the Service. You shall comply with any applicable terms of third-party agreements with respect to the Content and otherwise when using the Service.

2.5 Legal and Regulatory Compliance. You are solely responsible for ensuring that Your Content complies with all applicable federal, state and local laws, rules and regulations, including without limitation the Federal Trade Commission's Guides Concerning Endorsements and Testimonials ("FTC Guidelines") and Sections 2257 and 2257(A) of the Child Protection and Obscenity Enforcement Act (the "Pence Requirements", and all required certifications, disclosures and disclaimers required thereby. In addition to all other termination provisions set forth in the Terms of Use, Utopia reserves the right to terminate immediately Your access to the Service if You fail to make any necessary disclosures in any Movies or other Content You Submit in accordance with the FTC Guidelines, the Pence Requirements or as otherwise required by applicable law. Further, in the event that Content Submitted by You includes material or promotes products or services which, in Utopia's sole opinion, might insult or offend users of the Service or which might tend to injure the success of the Service or the good name of Utopia, or if Your Content does not comply with the Acceptable Use Policy set forth in Section 7 below, or, as determined in Utopia's sole opinion, conflicts with or does not align with Utopia's business, community, ethical or other goals, then Utopia shall have the right (a) to remove the non compliant Content, (b) to require that You altogether cease Submission of Content.

3. OWNERSHIP OF THE SERVICE

All elements of the Service, including underlying platforms, software, look and feel, and other components ("Service Components"), to the full extent protectable by law, are either proprietary to Utopia or proprietary to our licensors. "Utopia", the Utopia logo and all other trademarks, slogans, service marks, and trade names (collectively, "Trademarks"), which are used to identify the Service and/or the source of the Service, are proprietary to Utopia. You shall not remove or alter any copyright notice, Trademark or other proprietary or restrictive notice or legend affixed to any material provided as part of the Service or otherwise provided by Utopia. None of the Trademarks may be used, copied, downloaded, or otherwise exploited without Utopia's prior written consent in each instance. You may not use our Trademarks in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Except as

expressly set forth in the Terms of Use, no license, assignment, or other grant of rights in any Service Components, Trademarks, copyrights, or any other intellectual property is granted to You and no such grant will result from Your accessing or using the Service. All rights in the Service not granted under the Terms of Use are reserved by Utopia.

4. ACCEPTABLE USE POLICY

YOU EXPRESSLY AGREE, REPRESENT, WARRANT, AND COVENANT THAT, WITH RESPECT TO ALL CONTENT, INCLUDING WITHOUT LIMITATION, SPONSORED CONTENT, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU WILL NOT:

- Submit, post, upload to, or create on the Utopia Service any Content that violates any law, regulation, treaty or third-party right (including, without limitation, trade secret, intellectual property, privacy, or publicity rights);
- Submit, post, upload to, or create any Content that is pornographic, obscene, unlawful, defamatory, libelous, threatening, vulgar, or encourages conduct that may cause harm to self or others including without limitation, harassing, hateful, racially or ethnically offensive or violent conduct or sexually exploitative conduct which would be considered a criminal offense or which otherwise compromises any person's well being , gives rise to civil liability, violates any law, or, in Utopia's sole discretion, is otherwise inappropriate for the Service;
- use the Utopia Service to make available sports events for betting, gambling, wagering or other gaming purposes;
- use the Utopia Service for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- defame, harass, abuse, threaten or defraud users, or collect or harvest, or attempt to collect or harvest, personal information about users or third parties from the Service;
- use any Content or other materials on the Utopia Service or the communication systems provided by the Service for any commercial solicitation or other commercial use; make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users. this includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, petitions for signatures and repeatedly contacting other users for any other purposes without the user's consent, it being understood that, other than as expressly stated herein, the Content available on the Utopia Service is for Your personal, non-commercial use only;

- impersonate another person or entity, whether actual or fictitious, falsely claim an affiliation with any person or entity, including without limitation, falsely claiming to be, or falsely claiming to be associated with, a charity or nonprofit organization or falsely claiming that revenues generated by a Filmmaker or by certain Content will be contributed to a charity or nonprofit organization, misrepresent the source, identity, or content of information transmitted via the Utopia Service, or perform any other similar fraudulent activity;
- make any material misrepresentation of fact via the Service, including without limitation, with respect to Movie credits, awards, film festivals, press, ratings, reviews and/or otherwise publish falsehoods or misrepresentations that could damage Utopia or any third party;
- use the Utopia Service for any purpose other than to access the Utopia Service as offered by Utopia;
- circumvent, disable or otherwise interfere with, security-related features of the Utopia Service or features that prevent, limit or restrict consumption of Content in certain geographic territories or the use or copying of any materials or Content, including any geo-filtering technology, content protection system or digital rights management technology. The Content that may be available to watch will vary by geographic location and will change from time to time.
- rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein or any materials. For clarity, You may not assign, sell, or transfer content.
- delete identification, copyright, trademark, or other proprietary rights notices or indications on the Utopia Service or any third-party Content;
- access, launch or otherwise use any automated process or system (such as a robot, spider, scraper, "offline readers", or similar means, modes, manners or devices) either to access the service in a manner that sends more request messages, favorites, saves, likes, follows, etc. to the Utopia servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser or to access the website in violation of our robot exclusion headers, or for the purpose of artificially increasing views, followers, favorites, saves, likes, etc. or for the purpose of copying, scraping, reposting, taking screenshots of, saving, sharing, distributing, modifying or making derivative works of all or a substantial portion of the Content provided through the service (other than in connection with bona fide search engine indexing, or as may otherwise be expressly permitted through the service's functionality and in the terms of use);
- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Utopia Service or any part thereof, except and only to the

extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

- modify, adapt, translate or create derivative works based upon the Utopia Service or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- disrupt, damage or otherwise interfere in any manner with the proper workings of the Utopia Service, any activities conducted on the Utopia Service, the general operation of the Utopia Service, its software, hardware or telecommunications equipment, the access of any user, host or network, and/or any user's enjoyment of the Service, by any means, including without limitation, uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of Content;
- take any action that imposes or may impose (in Utopia's sole discretion) an unreasonable or disproportionately large load or undue burden on Utopia's infrastructure;
- bypass robot exclusion headers or other measures Utopia may use to prevent unauthorized access to the Utopia Service; or
- attempt to do or assist or permit any person in engaging in any of the foregoing.

Except as expressly provided in these Terms of Use, no right, title or interest in any third-party Content is transferred to You. All third-party Content on the Service, including Purchased Content, is non-exclusively licensed to You on a limited basis, and is not sold, transferred or assigned to You, notwithstanding use of terms, such as "Own" or similar, with respect to Your license of the Content. Subject to Your compliance with these Terms of Use, You have a limited right to access the third-party Content solely for Your personal, non-commercial use and only on devices compatible with the Utopia Service. You may not edit, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, translate, create derivative works from, transfer, alter, adapt, sell, rent, lease or sublicense any third-party Content, or facilitate any of the foregoing. Without limiting the generality of the foregoing, You may not (i) show any third-party Content to any public audience or view it in a public location in a manner so as to be consumable by the public; (ii) duplicate, reproduce, transfer, record or create copies of third-party Content or any portion thereof (including, without limitation, by "burning", P2P file-sharing, posting, uploading or downloading) onto any physical medium, memory or device except as permitted herein, including, without limitation, CDs, DVDs, VCDs, portable media devices, computers or other hardware or any other medium now known or hereinafter devised. You may not attempt to circumvent, avoid, bypass, remove, deactivate, impair or otherwise defeat any encryption, rights signaling or copy protection technology in which

the third-party Content is wrapped or otherwise associated. You may not decompile, copy, reproduce, reverse engineer, disassemble or otherwise reduce the computer file in which the Content is stored to a human-readable format. Any unauthorized copying or other activities that infringe upon the intellectual property rights of any party is prohibited, and You expressly agree to the automatic termination of the Utopia Service if You engage in any such activities.

Upon any such termination, all Content will be deleted from Your Utopia Device(s). Except as specifically granted herein, all rights to the Content are reserved by the owners of such Content.

5. THIRD-PARTY LINKS AND INTEGRATIONS

The Service may contain links to third party services as well as integrations with third parties, such as advertisers and social media sites, that are not owned or controlled by Utopia. These links and integrations are provided solely as a convenience to You, and Utopia does not make any representations or warranties with respect to third-party links and integrations. Utopia does not endorse, sponsor, recommend, or otherwise control or accept responsibility for and assumes no responsibility for, the quality, content, privacy policies, or practices of any third-party services. In addition, Utopia will not and cannot censor or edit the content of any third-party service. Use of any linked third-party services and integrations is at Your own risk and subject to the terms of use for content provided by third parties. You expressly release Utopia from any and all liability both known and unknown arising from Your use of any third-party service.

6. WARRANTIES AND DISCLAIMERS

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

ANY USE OF REAL TIME LOCATION DATA IS AT YOUR SOLE RISK AND YOU UNDERSTAND SUCH LOCATION DATA MAY NOT BE ACCURATE. NEITHER Utopia, GOOGLE NOR ANY OF THEIR LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM THE USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF GOOGLE OR THIRD-PARTY SERVICES, INCLUDING ANY INTERRUPTIONS DUE TO SERVICE FAILURES, NETWORK ATTACKS OR SCHEDULED OR UNSCHEDULED MAINTENANCE.

YOU ARE NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO A U.S. GOVERNMENT EMBARGO, OR THAT HAS BEEN DESIGNATED BY THE U.S. GOVERNMENT AS A "TERRORIST SUPPORTING" COUNTRY; AND YOU ARE NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE. YOUR DOWNLOADING ANY MATERIAL FROM OR THROUGH THE SERVICE IS AT YOUR OWN DISCRETION AND RISK. WITHOUT LIMITATION, YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU UNDERSTAND AND AGREE EXPRESSLY THAT Utopia SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Utopia HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, WITH OR FROM THE SERVICE; (iii) THE PURCHASE OR USE OF ANY SPONSORED PRODUCTS AND SERVICES; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF Utopia FOR ANY CLAIMS UNDER THESE TERMS OF USE, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT PAID TO Utopia BY THE USER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Utopia EXPRESSLY DISCLAIMS (AND YOU HEREBY WAIVE): (A) ALL WARRANTIES 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, RESPECTING THE SERVICE AND RESPECTING ANY AND ALL SPONSORED PRODUCTS AND SERVICES; (B) ALL WARRANTIES RELATING TO CONTENT FROM USERS AND/OR THIRD PARTIES THAT YOU MAY OBTAIN OR ACCESS AT THE SERVICE INCLUDING WITHOUT LIMITATION SPONSORED CONTENT AND SPONSORED PRODUCTS AND SERVICES; (C) ALL WARRANTIES THAT SUCH CONTENT IS FREE OF MATERIAL THAT IS DEFAMATORY, INFRINGES COPYRIGHT, AND/OR VIOLATES THE RIGHTS OF PRIVACY OR PUBLICITY OF ANY PERSON OR ENTITY OR

VIOLATES ANY LAW OR GOVERNMENTAL REGULATION; AND (D) ALL WARRANTIES THAT: (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU BY OR THROUGH THE SERVICE WILL MEET YOUR NEEDS AND/OR EXPECTATIONS.

You understand that the Service is intended for public use and not for private communications, and You confirm that You have no expectation of privacy with regard to any Content You may Submit to the Service, or any other communication by You made to or through the Service. Furthermore, You are aware that Utopia does not guarantee the security of any information You disclose via the Service and any submission of Content by You to the Service is made at Your own risk.

6. CONTENT SELECTION / CHILDREN

We will determine the selection, availability and quality of all Content provided on the Utopia Service. The selection, quality and availability of the Content offered can /may be unique to each Utopia-compatible device. Not all Content on the Utopia Service is available at all times to all users in all locations. For example, Content that is available to Rent may not be available to Own and Content that is available to Own may not be available to Rent. Not all Content is appropriate for all users. We rely on Filmmakers to provide rating information. Not all Content has been rated by the Motion Picture Association of America (MPAA), and where unrated, Filmmakers shall either designate the Content as unrated or shall use best good faith efforts to select the appropriate rating label for their Content and provide any appropriate warnings necessary to assist Users with making informed content selections. We ask and rely on our Users to report Content which You feel is not labeled correctly and we will endeavor to have such Content labeled more accurately. Nonetheless, there is Content on the Website which may be objectionable or inappropriate for certain audiences. While Utopia does distribute Content that may be watched by children, Utopia also believes in free expression and there is Content on the Service that is not appropriate for children. If You are a parent, it is Your responsibility to monitor the Content selections and viewing habits of Your children. Pursuant to 47 U.S.C. Section 230(d) as amended, Utopia hereby notifies you that although Utopia does not currently include parental controls within its Service, there are parental control devices and similar protections, including certain computer hardware, software, filtering services and other measures, which are generally commercially available for the purpose of allowing parents to limit or control access to

material that is the parents determine to be inappropriate for children. More information is available at the Electronic Frontier Foundation Web site at <http://www.eff.org>. If any children watch Utopia Content, You are responsible for those viewing selections. Utopia shall have no liability if a child or You, through mistake or otherwise, views Content that may be objectionable to You or the child. Moreover, if You are a parent or legal guardian or other individual providing access to the Service to a minor, You are fully responsible for his or her use of the Utopia Service, including all charges and liability that he or she may incur.

The Service contains the opinions, views, creative expression of and information provided by its users. Filmmakers and other Users may make certain representations and/or other statements about the Content, including Content ratings, and/or about how revenues generated from Tips or Sales of Movies will be used, including without limitation, representations and/or other statements that the Filmmaker is a nonprofit foundation or charity or similar and/or that all or a portion of Tips or Sales generated by such Filmmaker(s) will be contributed to a particular foundation, charity or similar. Your choice to act in any manner based on the such opinions, views, creative expression, information, representations and/or other statements, including without limitation, your choice to Tip a Filmmaker and/or Rent or Own Content based on any of the foregoing, is at your own risk. Utopia is not responsible for any offers, promises, rewards or promotions made or offered by Users, including Filmmakers. While it is against our Terms of Use to make false statements in connection with the offering of the Content, we do not and cannot verify the statements or other Content of our Users, including without limitation, whether a Filmmaker or associated organization(s) is in fact properly organized under applicable law as a 501(c)(3) nonprofit corporation or other type of charitable organization, nor do we represent or guarantee that any amounts paid or contributed by You via the Service will actually be contributed or otherwise used for a charitable purpose or in any manner prescribed by a Filmmaker or other User or in accordance with applicable laws. Utopia does not endorse, guarantee, or assume responsibility for the accuracy, efficacy, or veracity of any Content made available through the Service including the representations or other statements of and/or information provided by Filmmakers and other Users via the Service, and makes no representation or guarantee that any Content is appropriate for You, for any particular purpose, any particular user or any particular age group of users. Viewer discretion and parental discretion is advised. In addition, Utopia makes no representation or guarantee as to whether all or any portion of your Tips or purchases through the Service, including, if any, Payment Processor fees, are tax deductible or eligible for tax credits or other tax treatment. Utopia will have no liability for any claim by any federal, state, provincial, territorial, local or any other tax authority in any jurisdiction or territory with respect to

the characterization on any applicable tax return of any Tip or purchase through the Service as a donation or similar. You should not rely on the representation and/or other statements of Filmmakers or other Users; rather, You are strongly advised to consult your tax advisor as to the amount of your Tip or purchase, if any, that is tax deductible or eligible for tax recognition, having regard to (among other things) the verifiable tax status of the Filmmaker in any relevant jurisdiction, and particularly if you are awarded a gift or prize in connection with your Tip or purchase. Notwithstanding the foregoing, we take fraudulent acts very seriously and, in the event that You have reason to believe that a Filmmaker is using or has used the Service to commit fraud, including misrepresentations with respect to the nonprofit status of the Filmmaker, please email us at contact@utopiadistribution.com and alert our team of this potential issue.

Please also note that the Service is controlled and offered by Utopia from its facilities in the United States of America. The laws of other countries may differ regarding the access and use of the Service. Utopia makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so on their own volition and at their own risk, and are responsible for compliance with local law.

7. INDEMNIFICATION

You shall defend, indemnify and hold harmless Utopia and its directors, officers, employees, representatives and agents ("Related Parties") against all demands, claims, actions, liabilities, losses, costs, damages or expenses whatsoever, known and unknown (including reasonable attorneys' fees) ("Damages") asserted against, imposed upon or incurred by Utopia and/or any of its Related Parties resulting from or arising out of any violation of the Terms of Use by You, and/or the use of Your Content, including, without limitation, any infringement of any third party's rights by Your use of the Service or through Content You Submit or the failure of Your Sponsored Content to comply with applicable law (including the FTC Guidelines).

8. COPYRIGHT INFRINGEMENT POLICY

Utopia is committed to protecting the rights of copyright rights holders and seeks to comply with all applicable laws and regulations regarding the protection of intellectual property.

If You are a copyright owner or an agent thereof and believe that any Content infringes Your copyrights, You may Submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our designated agent for copyright claim

notifications (“Designated Agent”) with the following information in writing (see 17 U.S.C. § 512(c)(3) for further detail):

- 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 within the Service are covered by a single notification, a representative list of such works that appear within the Service;
- 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 the service provider to locate the material. Please note that providing hyperlinks to URLs in the body of an email is the preferred method so that the material can be located most efficiently and effectively;
- Information reasonably sufficient to permit the service provider to contact You, such as an address, telephone number, and, if available, an electronic mail;
- 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 under penalty of perjury that the information in the notification is accurate, and You are the owner of, or authorized to act on behalf of the owner of, an exclusive right that is allegedly infringed.

Utopia will process any notices of alleged copyright infringement and will take appropriate actions under the DMCA. Upon receipt of notices complying with the DMCA, Utopia will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing.

Utopia may notify the owner or administrator of the affected Content so that he or she can make a counter-notification pursuant to his or her rights under the DMCA. If You receive such a notice, You may provide counter-notification in writing to the Designated Agent. To be effective, the counter-notification must be a written communication that includes the following:

- Your physical or electronic signature;
- 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;

- A statement from You under the penalty of perjury, that You have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that You consent to the jurisdiction of a Federal District Court for the judicial district in which Your physical address is located, or if Your physical address is outside of the United States, for any judicial district in which Utopia may be found, and that You will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Notices of claimed infringement and counter-notifications should be directed to the Designated Agent using one of the following three (3) methods: (i) by clicking the "Report A Problem" link or icon on the Content page and using the form provided by the Service with the words "Attn: Copyright Infringement Designated Agent" in the first line of the "Reason for Report" field, (ii) by mail to Utopia Select LLC, 3317 Gassen Place, Los Angeles, CA 90065, Attn: Copyright Infringement Designated Agent, or (iii) by email to contact@utopiadistribution.com with the words "Attn: Copyright Infringement Designated Agent" in the subject line. Please note that only DMCA notices should go to the Designated Agent and any and all other communications should be directed to Utopia customer support at contact@utopiadistribution.com. You acknowledge that if You fail to comply with all of the requirements of this Section 13, Your DMCA notice may not be valid.

9. RIGHT TO SHUT DOWN, DENY OR LIMIT ACCESS, REMOVE CONTENT

Utopia has the right, but not the obligation, to screen, refuse to post, remove or edit the Content (including any sponsored Content), at any time and for any or no reason at all, in our sole discretion. Utopia takes steps to monitor Content and keep the Website and Service safe, but Utopia cannot guarantee their safety. Utopia reserves the right, but assumes no obligation, to remove Content, which is abusive, illegal or disruptive, or that otherwise fails to comply with the Terms of Use, and to limit or revoke Your access in full or in part to the Service, in our sole discretion, at any time, and for any reason, including, but not limited to reasons such as technical difficulties or violation of the Terms of Use.

In addition to any right or remedy that may be available to Utopia under these Terms of Use or applicable law, Utopia expressly reserves the right to suspend, limit or terminate Your access to the Service, at any time with or without notice and with or without cause,

including if Utopia determines, in Utopia's sole discretion, that You pose a threat to the Service or its users. In addition, Utopia may refer any information on illegal activities, including Your identity, to the proper authorities.

We would appreciate Your help in reporting to us any Content or activity that You believe violates the Terms of Use. Please direct the relevant information to contact@utopiadistribution.com.

10. PROMOTIONS

Any sweepstakes, contests, raffles, surveys, games, or similar promotions, including promotional credits and discounts in connection therewith (collectively, "Promotions") made available through the Service will be governed by rules that are separate from these Terms of Use. If You participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Use, the rules for the Promotion will govern.

11. PRIVACY

To learn more about how Utopia protects Your personal information, please refer to the Utopia Privacy Policy located at www.utopiadistribution.com, which is incorporated by and made a part of these Terms of Use.

12. ASSIGNMENT

Utopia may assign this Agreement to its successors, licensees, and affiliates. However, because the subject matter hereof is personal to You and Your Content, You may not assign this Agreement to any person or entity without Utopia's prior written consent.

13. AMENDMENT

Utopia reserves the right, in its sole discretion, to change, modify, add, or delete portions of the Terms of Use and/or any aspect of the Service at any time. When using the Service, You may be subject to additional applicable guidelines or rules that may be posted from time to time. All of these guidelines and rules are deemed incorporated into the Terms of Use. While we may attempt to notify You when major changes are made to the Terms of Use, it is Your responsibility to review the Terms of Use periodically to check for changes. When Utopia makes changes, it will give the date of the most recent update in this space so You can be kept abreast by visiting this page. Utopia also reserves the right in its sole discretion and at any time to modify or discontinue, temporarily or permanently, the Service (or any part of it), with or without notice. Your

continued use or accessing of the Service following the posting of any changes to the Terms of Use and/or any aspect of the Service constitutes Your acceptance of such changes. To the extent that an arbitrator or court of applicable jurisdiction determines that applying any changes to these Terms of Use would render this an illusory or unenforceable contract, such changes shall be applicable on a prospective basis only, with respect to events or circumstances occurring after the date of such changes, to the extent necessary to avoid these Terms of Use being deemed illusory or unenforceable.

14. FEEDBACK FROM YOU

We love hearing Your feedback about the Service. To provide any submissions, questions, feedback or complaints, please contact us at:

Utopia Select, LLC

8850 Cloudview Way

Anaheim, CA 92808

Phone: 657-215-0648

Email: contact@utopiadistribution.com

Please note that while we welcome any feedback or comments from You, please note that we discourage unsolicited submissions, and any unsolicited ideas, materials, feedback or suggestions pertaining to our business, such as ideas for new or improved products or technologies, website or tool enhancements, processes, marketing plans or new product names, will automatically upon submission become the property of Utopia, without any compensation to You. While under no obligation to review such submissions or to keep such submissions confidential, Utopia may use or redistribute any such submission and its contents for any purpose and in any way it deems fit.

15. NOTICE FOR CALIFORNIA RESIDENTS

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

With respect to each release of rights by You provided in the Terms of Use:

TO THE EXTENT APPLICABLE TO YOU, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR Utopia, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Utopia WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR SIMILAR DAMAGES, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE CONTENT, WHETHER THE CONTENT IS PROVIDED OR OTHERWISE SUPPLIED BY Utopia OR ANY THIRD PARTY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

16. DISPUTE RESOLUTION

YOU HEREBY WAIVE ALL RIGHTS TO PURSUE IN A COURT OF LAW ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THE SERVICE OR THESE TERMS OF USE.

In the event of any dispute, controversy, or claim of any kind or nature arising under or in connection with the Terms of Use whether based on contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory, including without limitation disputes as to the creation, validity, interpretation, breach, or termination of the Terms of Use (a "Dispute"), the party initiating the Dispute shall give to the other party written notice of the specific subject(s) of the Dispute (the "Dispute Notice") and the parties shall meet and negotiate in good faith, in Los Angeles, CA, in an effort to resolve the Dispute without the necessity of any formal proceeding.

No formal proceedings for the resolution of the Dispute may be commenced until the later to occur of (a) a good faith conclusion one or both of the parties that amicable resolution through continued negotiation of the matter in issue does not appear likely, or (b) the thirtieth (30th) day after the Dispute Notice is received.

Any Dispute that the parties are unable to resolve through such negotiations will be submitted prior to the fortieth (40th) day after the Dispute Notice is received, to non-binding mediation administered by the American Arbitration Association or its successor ("AAA") in Los Angeles, CA, which mediation shall extend for up to three (3)

business days. The parties will mutually select the mediator from a list of mediators obtained from the office of AAA located in Los Angeles, CA. If the parties are unable to agree on the mediator within five (5) business days after the Dispute is submitted to AAA, then the mediator will be selected by AAA.

Any Dispute that the parties are unable to resolve through negotiation and mediation as described above (including without limitation any dispute or controversy over the scope or applicability of this agreement to arbitrate) will be submitted to binding and final arbitration in accordance with the following:

The arbitration shall be conducted before a single arbitrator who is expert in the field of Internet services and entertainment in Los Angeles, CA, and administered by the AAA in accordance with its streamlined commercial arbitration rules and procedures or subsequent versions thereof, except to the extent such rules and procedures may be inconsistent with the terms of the Terms of Use. Either party may demand arbitration of a Dispute by giving the other party written notice to such effect, which notice will describe, in reasonable detail, the facts and legal grounds forming the basis for the filing party's request for relief and will include a statement of the total amount of damages claimed. In no event will You be entitled to recover punitive, special or exemplary damages or seek injunctive or any other equitable relief.

The arbitrator's award shall be entered by either party in any court having competent jurisdiction provided that the party entering the award shall request that the court prevent the award from becoming publicly available except as may be required by law. The arbitrator shall not limit, expand or otherwise modify the terms of the Terms of Use. Each party shall bear its own expenses and pay pro rata its share of AAA fees and expenses (including, without limitation, compensation for the arbitrator). The parties agree that the existence and contents of the entire arbitration, including the award, shall be deemed a compromise of a dispute under Rule 408 of the Federal Rules of Evidence, shall not be discoverable in any proceeding, shall not be admissible in any court (except for the enforcement thereof) or arbitration and shall not bind or collaterally estop either party with respect to any claim or defense made by any third party.

The parties agree that any mediation or arbitration proceedings, testimony, or discovery, along with any documents filed or otherwise submitted in the course of any such proceedings (and including the fact that the mediation or arbitration is being conducted) shall be confidential and shall not be disclosed to any third party except to the mediators or arbitrators and their staff, the parties' attorneys and their staff, and any experts retained by the parties, or as required by law.

Notwithstanding the foregoing, a party may disclose limited information if required in any judicial proceeding brought to enforce these arbitration provisions or any award rendered hereunder.

17. MISCELLANEOUS

Nothing in the Terms of Use shall be construed to create a partnership, joint venture or agency relationship between You and us. You may not assign any of Your rights or delegate any of Your duties under the Terms of Use without the prior written consent of Utopia. Utopia may assign this Agreement and/or any of its rights, and delegate its duties in its discretion. Any purported assignment which is inconsistent with the foregoing shall be null and void. The Terms of Use, its interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the state of California applicable to contracts entered into and wholly to be performed within said state without regard to conflicts of laws. No waiver of any breach of any provision of the Terms of Use shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. In the event any provision of the Terms of Use shall for any reason be held to be invalid, illegal, illusory or unenforceable in any respect, the remaining provisions shall remain in full force and effect. In resolving any dispute or construing any provision hereunder, there shall be no presumptions made or inferences drawn (i) because the attorneys for one of the parties drafted the agreement; (ii) because of the drafting history of the agreement; or (iii) because of the inclusion of a provision not contained in a prior draft, or the deletion of a provision contained in a prior draft. All representations, warranties and indemnities contained herein or made by You in connection herewith shall survive any termination, expiration, or suspension of Your rights under the Terms of Use. Section headings are for convenience only and are not a part of the Terms of Use. The Terms of Use contain the entire understanding of the parties and cannot be amended except by a writing signed by both parties. No party hereto has relied on any statement, representation or promise of any other party or with any other officer, agent, employee or attorney for the other party in entering into this Agreement, except as expressly stated herein.

(Terms of Use last updated: March 28, 2022)