

VERTICAL'S WEBSITE TERMS OF USE

PLEASE READ THESE TERMS OF USE AND THE RELATED PRIVACY POLICY CAREFULLY BEFORE USING THIS WEBSITE. BY USING THIS WEBSITE, YOU AGREE TO THESE TERMS OF USE.

The following Terms of Use applies to your use of all Vertical websites hosted (whether now or in the future) by Vertical Entertainment, LLC and/or its corporate affiliates, parents or subsidiaries (collectively referred to herein, solely for ease of reference as "Vertical", "us" or "we") including but not limited to vert-ent.com and all related software, and functionalities (collectively the "Vertical Website").

Vertical is a California limited liability company that creates, produces, and distributes entertainment Content (as defined below). "Content" means and includes, without limitation, photos, images, artwork, graphics, videos, audios, animations, text, editorials, comments, writings, personal information, music, liner notes, lyrics, film, and other elements and materials, in any media or format now known or hereinafter devised, whether physical, electronic, digital, analog, or otherwise.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND AN ARBITRATION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

As between you and Vertical, all of the elements of the Vertical Website, including the features, activities, content, and software, are the sole property of Vertical (or its licensors) and may be used by you only for your personal, noncommercial use. We have the right, in our sole discretion, to review content posted on vert-ent.com and remove anything inappropriate, offensive, not pertaining directly to Vertical and its properties, or otherwise objectionable or not in compliance with this Terms of Use.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE WEBSITE. IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS INCLUDING MANDATORY ARBITRATION, NO CLASS RELIEF AND WAIVER OF YOUR RIGHT TO A JURY TRIAL.

1. **AGREEMENT**. Your use of the Vertical Website is expressly conditioned on your acceptance of and agreement to these Terms of Use (this "Agreement"). This Agreement, including Vertical's Privacy Policy which is incorporated into this Agreement by reference, sets forth the terms and conditions which apply to your use of the Vertical Website. By using the Vertical Website, you agree to abide by this Agreement. Vertical reserves the right to change, amend, or otherwise alter this Agreement at any time by posting the modified terms and conditions to this "Terms of Use" section which shall become effective immediately. Your continued use of the Vertical Website following the posting of any modifications

to this Agreement means that you accept and agree to abide by such modifications. If you do not comply with this Agreement at all times when using the Vertical Website, Vertical reserves the right to deny or restrict your access to the Vertical Website. The terms and conditions of this Agreement shall apply regardless of the means by which the Vertical Website was accessed, including, but not limited to, through the URL address, electronic mail, or links from other websites. The Vertical Website is for users who reside in the United States of America. If you are the parent or legal guardian of a user of the Vertical Website who is under 18 years old, you consent to such user's use of the Vertical Website, assume the obligations provided in this Agreement, and assume full responsibility for such user's use of the Vertical Website.

2. **CHILDREN AND YOUNG PERSONS**. Our Website is aimed at users of various ages. There are however no age barriers to those accessing this Website. Users under 18 should only use the Vertical Website with the permission of a parent or guardian. The parents or guardians of anyone under 18 using the Vertical Website should review these Terms of Use carefully. Contributions submitted and/or read by minors are subject to the consent of their parent or guardian. We advise parents or guardians who permit minors to use the Website that it is important to communicate with the minors about their safety online. If you permit a child to use a device to access, view or listen to content on the Vertical Website you are solely responsible for deciding whether or not that content is appropriate for that child.
3. **USE OF VERTICAL WEBSITE**. You agree that:
 - a. Your use of the Vertical Website, including, without limitation, any of the elements or content, is solely for your own noncommercial use and benefit.
 - b. You will not interfere with any other users' use and enjoyment of the Vertical Website. You will not use the Vertical Website, or the information contained therein in unsolicited mailings or spam material. In particular, you will not use any of our trademarks, trade names, service marks, copyrights, or logos in unsolicited mailings or spam material. You will not spam or send unsolicited mailings to any person or entity using the Vertical Website.
 - c. You will not submit, post, upload, distribute, or otherwise make available any material that contains, in the opinion of Vertical: (1) personal information about another person; (2) unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene, indecent, profane, lewd, lascivious, filthy, excessively violent, offensive, or otherwise objectionable, inappropriate, or unlawful material; (3) material that could harm minors; (4) any material that infringes any intellectual property or other proprietary rights of any person or entity, or any right of any person

or entity; or (5) any information intended to promote and/or generate revenue for any third party business activity.

- d. You will not impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, including, but not limited to, by using another person's identity, name, likeness, voice, or photograph. You will not submit any personal information to the Vertical Website, about yourself or others, that is not accurate and truthful.
 - e. When using features on the Vertical Website (if any exist now or in the future) that allow you to communicate with others, you will, in the opinion of Vertical (i) use such features solely to inform others about Vertical content available on the Vertical Website; (ii) not upload or send any message that is unlawful, harassing, libelous, slanderous, defamatory, abusive, threatening, harmful, vulgar, obscene, pornographic, hateful, indecent, profane, lewd, lascivious, filthy, excessively violent, offensive, insulting, misleading, deceptive, or racially, ethnically, or otherwise objectionable; (ii) not upload or send any commercial, promotional, or solicitation information; and (iii) remain friendly and treat all recipients with respect. You will immediately cease using the Vertical Website features to communicate with recipients who have requested not to receive communications from you.
 - f. You will not use the Vertical Website for any harmful or unlawful purpose, including engaging in (or attempting to engage in) any criminal activity including, but not limited to, child pornography, stalking, sexual assault, fraud, harassment, and conspiracy to commit any criminal activity. You agree that your use of the Vertical Website will not harm minors in any way.
 - g. You will not submit, post, upload, distribute, or otherwise make available (if now or ever in the future permitted to) through accessing the Vertical Website) any material that may contain a computer virus or other harmful material, or otherwise impair, interrupt, destroy or limit the functionality of any computer software, hardware, or telecommunications equipment.
4. **LINKING.** You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Vertical Website in any website that is not owned by you. Our Vertical Website must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

5. **PROPRIETARY RIGHTS.** Title and intellectual property rights for the Vertical Website and content on the Vertical Website are owned by Vertical, its agents, suppliers, or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. Trademarks, trade names, service marks, copyrights, and logos of Vertical may not be used or copied in any manner without the express prior written consent of Vertical. The copying, redistribution, reselling, or publication of any part of the Vertical Website without express prior written consent from Vertical or other owner of such material is prohibited. Vertical prohibits the use, copying, distribution, transmission, display, performance, creation of derivative works, or exploitation in any form or manner of any and all content on the Vertical Website (which includes, without limitation, any and all articles, text, graphics, logos, advertisements, video clips, music clips, still photographs, and software) without Vertical 's express prior written consent.

6. **DISCLAIMER.** THE ONLINE WEBSITE IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONSTRUCTIVE, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY OTHER IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING AND/OR TRADE USAGE. VERTICAL DOES NOT GUARANTEE OR WARRANT CONTINUOUS, UNINTERRUPTED OR ERROR-FREE ACCESS OR USAGE, OR THAT DEFECTS WILL BE CORRECTED, OR THAT THE ONLINE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES SO THE FOREGOING DISCLAIMER MAY NOT BE APPLICABLE IN FULL. THIS SECTION WILL BE ALLOWABLE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. VERTICAL DOES NOT MAKE ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, OR MAKE ANY REPRESENTATIONS REGARDING ANY CONTENT, INFORMATION, SERVICES, OR PRODUCTS OBTAINED OR PROVIDED THROUGH OR IN CONJUNCTION WITH THE VERTICAL WEBSITE. NEITHER VERTICAL NOR ITS AFFILIATES AND THIRD PARTY INFORMATION PROVIDERS, NOR OTHER CONTENT PARTNERS MAKE ANY GUARANTEE REGARDING THE ACCURACY, CORRECTNESS, TIMELINESS, SEQUENCE, RELIABILITY, OR COMPLETENESS OF ANY INFORMATION OR CONTENT PROVIDED BY VERT-ENT.COM. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE INFORMATION. ANY HEALTH INFORMATION PROVIDED BY VERT-ENT.COM SHOULD BE USED FOR INFORMATIONAL PURPOSES ONLY. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DOWNLOADED AT THE USER'S OWN RISK. THE USER WILL BE SOLELY RESPONSIBLE FOR, AND ASSUMES THE ENTIRE COST OF, ALL NECESSARY SERVICING, REPAIR,

OR CORRECTION IN THE EVENT OF ANY DAMAGE OR LOSS DUE TO CONTENT, DOWNLOADS OR ANY OTHER MATERIAL OR INFORMATION THE USER OBTAINS FROM VERT-ENT.COM. ANY MATERIAL UPLOADED OR OTHERWISE SUBMITTED THROUGH THE USE OF ONLINE SERVICES (IF POSSIBLE NOW OR IN THE FUTURE) IS UPLOADED AT THE USER'S OWN RISK. THE USER WILL BE SOLELY RESPONSIBLE FOR, AND ASSUMES THE ENTIRE COST OF, ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY DAMAGE OR LOSS DUE TO UPLOADING THROUGH THE USE OF THE WEBSITE.

7. **INDEMNIFICATION**. You the user agree to indemnify and hold harmless, and at Vertical's request, defend Vertical and its respective parents, subsidiaries, affiliates, partners, agents, employees, directors, officers, shareholders, members, and other owners, from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, penalties, settlements, costs and expenses (including reasonable attorney's fees and costs) (hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of, are based on, or relate to: your use of the Vertical Website; use of the Vertical Website by anyone using your computer or your account; a violation of this Agreement by you or anyone using your computer, your mobile device, or any unauthorized deletions, additions, insertions or alterations to, or any unauthorized use of, the Vertical Website by you or someone using your computer, your mobile device, or your account; or any misrepresentation of any information, representation or warranty, or breach of this Agreement or any other covenant or agreement. If any third party brings a claim, lawsuit, or other proceeding(s) against Vertical based on your conduct or use of the Vertical Website or that of someone using your computer or account, you agree to compensate Vertical (including their respective officers, directors, employees and agents) for any and all Losses in connection with any such claim, lawsuit or proceeding.
8. **ACCEPTANCE**. Your use of the Vertical Website constitutes acceptance of this Agreement. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and lack of signing or other form of electronic execution by the parties hereto. You agree to abide by the terms and conditions of this Agreement and any additional terms, conditions, rules, or procedures imposed by Vertical or by third-party content providers in connection with content, software, or services available on, through or in connection with the Website.
9. **BINDING ARBITRATION WAIVER OF JURY TRIAL**. YOU AND VERTICAL AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS OF SERVICE OR THE SALE OF ANY PRODUCT OR SERVICE BY VERTICAL SHALL BE FINAL AND BINDING ARBITRATION, except that: (i) to the extent that either of us has in any manner infringed upon or

violated or threatened to infringe upon or violate the other party's patent, copyright, trademark, or trade secret rights, such other party may seek injunctive or other appropriate relief; and (ii) you may assert a claim in a small claims court if your claim qualifies.

In the event of a dispute, you or Vertical must send to the other party a notice of dispute, which is a written statement that sets forth the name, address and contact information of the party giving the notice, the facts giving rise to the dispute, and the relief requested. You must send any notice of dispute in writing to us at Vertical, ATTN: Peter Jarowey, 2500 Broadway, Suite F-125, Santa Monica, CA 90404. We will send any notice of dispute to you at the contact information we have for you.

Unless you and Vertical are able to resolve the dispute through informal negotiation within sixty (60) days from the date a party's notice of dispute is sent to the other party, either you or Vertical may commence arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the U.S. Federal Arbitration Act.

By using the Vertical Website in any way, you unconditionally consent and agree that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against Vertical and/or its parent, subsidiaries, affiliates and each of their respective members, officers, directors and employees (all such individuals and entities collectively referred to herein as the "Vertical Entities") arising out of, relating to, or connected in any way with the Vertical Website or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held in Los Angeles, California; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Terms of Service and any of the other agreements referenced herein that the applicable user may have entered into in connection with the Vertical Website; (5) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only your and/or the applicable Vertical Entity's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against you or any Vertical Entity; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against any Vertical Entity exceed \$125 USD, and you are unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Vertical agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to

the costs of litigation, Vertical will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of Vertical, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor Vertical shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

10. **GOVERNING LAW, VENUE, AND JURISDICTION:** You and Vertical each agree that the laws of the State of California, without regard to principles of conflict of laws, will govern your use of the Vertical Website, these Terms of Service, and any dispute of any sort that might arise between you and Vertical or any of our affiliates. Without limiting the generality of the preceding sentence, the United States Federal Arbitration Act and federal arbitration law shall apply to these Terms of Service. With respect to any disputes or claims not subject to arbitration (as set forth below), you and Vertical each agree not to commence or prosecute any action in connection therewith other than in the state and federal courts located in the Los Angeles County, California, and BOTH YOU AND VERTICAL IRREVOCABLY consent to, and waive all defenses of, lack of personal jurisdiction and forum *non conveniens* with respect to venue and jurisdiction in the state and federal courts located in the Los Angeles County, California.
11. **AMENDMENTS.** Vertical reserves the right to change, amend, or otherwise alter this Agreement at any time by posting the modified terms and conditions to this "Terms of Use" section of the Website. Such modifications shall become effective immediately upon posting.
12. **WAIVER.** Vertical 's failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of Vertical's right to subsequently enforce such a provision or any other provision of this Agreement, nor will any delay or omission on the part of Vertical to exercise or take advantage of any right or remedy that Vertical has or may have hereunder operate as a waiver of any right or remedy.
13. **SEVERABILITY.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portion hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to

effect the intent of the parties and shall be reformed to the extent necessary to make such provisions valid and enforceable.

14. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between you and Vertical concerning the subject matter contained herein and supersedes all prior or contemporaneous representations, proposals, conditions, communications, and agreements, whether oral or written, between the parties relating to the subject matter herein and all past courses of dealing or industry custom. The subject matter herein may not be modified except by Vertical.
15. **NOTICE FOR CALIFORNIA USERS**. Under California Civil Code Section 1789.3, California users of the Vertical Website are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Website 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.