

Voltage Pictures, LLC

Terms of Use

IMPORTANT! READ THIS ENTIRE AGREEMENT CAREFULLY.

THESE ARE THE TERMS AND CONDITIONS

GOVERNING YOUR USE OF THE SITE.

This Site, and the information, Content and services it makes available (which, collectively are referred to as the "Site"), is provided to you by Voltage Pictures, LLC ("Voltage" or "We" or "Us"). These Terms of Use (this "Agreement") set forth the terms and conditions governing your use of this Site and apply to all web sites owned or operated by us that post a link to this Agreement and other interactive features that are accessible or downloadable through the web sites owned or operated by us. By accessing or using this Site you accept and agree to be legally bound by this Agreement as it may be amended or supplemented from time to time. If you do not agree with the terms of this Agreement, do not use this Site. In addition, we may post additional guidelines that apply to certain features we may offer on this Site (such as message boards, chat rooms, blogs or similar forums), and you will be subject to such additional guidelines when you access these features. To the extent there is a conflict between this Agreement and the terms of any additional guidelines, the additional guidelines will control, unless the additional guidelines expressly state that this Agreement will control.

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1. Modifications to this Agreement. We may make changes to this Agreement from time to time in our sole discretion, by updating and posting the revised Agreement on this Site, and specifying the effective date of the new version of the Agreement. Your use of the Site following the posting of a new version of the Agreement constitutes your acceptance of any such changes. Accordingly, when you visit this Site you should periodically check to see if a new version of the Agreement has been posted.

2. Site Content. This Site contains a variety of (1) copyrighted material, such as information, articles, opinions, other text, directories, guides, graphics, photographs, illustrations, images, video and audio clips, trailers, music clips, sound clips, advertising and promotional materials, data, software, compilations, designs, graphical interface, and overall "look and feel", and (2) trademarks, logos, trade names, service marks, and trade identities, including the individual names of motion pictures, or other entertainment properties and providers, and the domain names and URLs associated therewith, whether registered or unregistered (collectively the "Trademarks"), and (3) other forms of intellectual property (all of the foregoing collectively and individually are referred to as "Content"). (a) Ownership. This Site (including past, present and future versions) and its Content are owned by Voltage or its licensors. All right, title, and interest in and to the Content available via the Site is the property of Voltage or its licensors, and is protected by U.S. and international copyright, trademark, patent, or other proprietary rights and laws. Except to the minimum extent otherwise expressly permitted under applicable law or this Agreement, no copying or other exploitation of Content from the Site is permitted without the express prior written permission of Voltage or the applicable owner thereof. This applies to copyrighted Content regardless of whether or not a copyright notice appears on such materials, and applies to Trademarks, whether registered or unregistered, and regardless of whether or not a trademark notice appears on such materials. (b) License. We grant you a nonexclusive, nontransferable, revocable, limited license to view, download, copy, and print Content retrieved from the Site only for your personal, non-commercial use. You may not remove or obscure any copyright notice, trademark notice, or other proprietary rights notice displayed on or in conjunction with the Content. Except to the minimum extent otherwise expressly permitted under applicable law, you may not use any Content available via the Site in any other manner or for any other purpose without the prior express written permission of Voltage or its licensor, as applicable. (c) Title. Title to any Content that you download or print is not transferred to you. You may own the medium on which the Content is recorded or printed, but we or our licensor retain all right, title, and interest in and to such Content, and all intellectual property rights therein. You acknowledge that you do not acquire any ownership rights in any Content by using the Site or by virtue of downloading, printing, modifying or using Content from the Site. All rights not expressly granted in this Agreement are expressly reserved to Voltage or its licensors. (d) Separately Licensed Content. In some instances, certain Content that you download from the Site is subject to a separate license agreement or other specific terms and conditions which will be provided at the time you download or install the Content. In those situations, such license agreement or other applicable terms and conditions will control in lieu of this Agreement.

3. User Forums, Postings, and User Generated Content. We may provide forums, message boards, chat rooms or other interactive areas on the Site ("User Forums") to give users of the Site ("Users") a forum to express their opinions and share their ideas, information, materials, and other user-generated Content (collectively "Submissions")

(a) Product Submissions Prohibited. Voltage does not accept unsolicited Submissions for motion pictures, television programs, web sites or other products or services. It is our intent to avoid the possibility of future misunderstandings when projects developed by or on behalf of Voltage (whether internally or by third parties) might seem to others to be similar to their own creative ideas or materials. Therefore, please do not make any such unsolicited Submissions to Voltage through this Site, including User Forums, by e-mail, or otherwise. However, if you decide to make any such unsolicited Submission, you hereby grant to Voltage the right and license to your Submission as set forth in Section 3(b) below.

(b) Rights You Grant to Us. Whenever you Submit a Submission to a User Forum or some other aspect of the Site or directly to Voltage (including by e-mail) you: (1) grant to Voltage and its affiliates an irrevocable worldwide, nonexclusive, perpetual, fully sub-licensable and assignable, royalty-free right and license to use, exploit, reproduce, modify, adapt, translate, incorporate in other works, and otherwise create derivative works from, publish, distribute, transmit, broadcast, perform, display, and otherwise exercise all rights in and to such Submission (including the right to use or not use your name, voice, likeness and other identifying information in connection therewith), via the Site or otherwise, in any form, media, or technology now known or later developed, without any compensation to you, and (2) consent to all relevant acts or omissions in relation to your moral rights in such Submission (if any) which may or might otherwise constitute a breach or infringement of those moral rights, and to the extent permitted by law waive all your moral rights in such Submission, even if such material is altered or changed in a manner not agreeable to you.

(c) No Responsibility. We are not responsible for, and we do not endorse, the Submissions posted in User Forums by Users of the Site. We specifically disclaim any responsibility or liability to any person or entity for any loss, damage, injury, claim, liability or other cause of any kind or nature or character based upon or resulting from any Submission.

(d) No Obligation to Prescreen. We do not have, and do not undertake, any obligation to prescreen, monitor, edit, or remove any Submission that is posted on any User Forum or is otherwise available through the Site. However, we retain the right (but not the obligation), in our sole discretion and for any reason, to prescreen, monitor, edit, refuse to accept, remove, or move any Submission submitted by any User to a User Forum. Since we may not prescreen Submissions, if your Submission contains offensive, indecent, or otherwise objectionable content, or infringes on the rights of any third parties, you may bear legal responsibility for others' exposure to such objectionable or infringing content.

(e) No Confidential Relationship. Any Submission that you send, post, transmit, upload, distribute, or otherwise make available (collectively, "Submit") to a User Forum or some other aspect of the Site or directly to Voltage (whether solicited or unsolicited) will be treated as non-confidential and non-proprietary and we will not be liable for any use or disclosure. You acknowledge and agree that your relationship with Voltage is not a confidential, fiduciary, or other type of special relationship, and that your decision to Submit any Submission to a User Forum or otherwise send it to the Site or to Voltage directly does not place Voltage in a position that is any different from the position held by members of the general public with regard to your Submissions. None of your Submissions shall be subject to any obligation of confidence on the part of Voltage, and Voltage shall not be liable for any use or disclosure of any Submission that you provide.

(f) Representations You Make to Us. You are solely

responsible for all Submissions that you Submit to a User Forum or some other aspect of the Site or directly to Voltage (including by e-mail). By doing so, you represent and warrant to Voltage that each such Submission: (1) is not confidential and that you have all necessary permission to Submit such Submission; and (2) does not infringe upon, misappropriate or violate the rights of any third parties, including, without limitation, any intellectual property rights, rights of publicity or privacy, or any other proprietary rights. (g) No Obligation to Use. You agree and understand that we are not obligated to post or use your Submissions Submitted through the Site or otherwise, and may alternatively choose to discard your Submissions without any obligation or liability whatsoever.

4. Acceptable Use. You may use the Site only for lawful purposes, and you agree that you shall at all times comply with all applicable local, state, national, and international laws, statutes, rules, regulations, ordinances and the like applicable to your use of the Site. In addition, while using the Site, you agree that you will not do any of the following:

- Inappropriate Submissions. Submit to or on the Site, anything that is or may be: (i) harmful, threatening, abusive, harassing, degrading, hateful, or intimidating; (ii) defamatory, libelous, or disparaging of any person or entity; (iii) false, fraudulent, or tortious; (iv) obscene, indecent, pornographic, vulgar, profane, or sexually explicit; (v) intended to promote (or have the effect of promoting) violence, racial hatred, terrorism or illegal acts; (vi) infringing, or in violation or misappropriation of, any patent, trademark, trade identity right, trade secret, publicity right, privacy right, copyright or any other intellectual property or any other rights of any third party; (vii) in violation of any other rights of any person or entity; (viii) violative of any law or regulation; or (ix) otherwise objectionable, in Voltage's sole discretion.
- Viruses; Malware. Submit any virus, worm, "Trojan Horse", "easter egg", "time bomb", spyware, or any other computer code, file, or program that may or is intended to damage, hijack or otherwise interfere with the operation of the Site or any hardware, software, or telecommunications equipment or with any third party's uninterrupted use and enjoyment of the Site.
- No Spam. Submit any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," investment opportunities, or any other form of solicitation.
- Collecting Personal Information. Collect or harvest personally identifiable information about other users of the Site or "stalk" or otherwise harass other persons.
- Impersonation. Impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity, including Voltage; forge headers or otherwise manipulate identifiers in order to disguise the origin of any Submissions to us or through the Site; or expressly state or imply that we endorse any statement you make.
- Security, Cracking & Hacking. Violate or attempt to violate the security of any portion of the Site, including but not limited to: (i) access Content not intended for you; (ii) log into a server or account which you are not authorized to access; (iii) attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iv) attempt to interfere with or disrupt the Site or the servers or networks that provide the Site, including without limitation, via means of submitting a virus to the Site, overloading, "flooding", "mailbombing" or "crashing" the Site; or (v) restrict or inhibit any other user from accessing or using the Site, including, without limitation, by means of hacking or defacing any portion of the Site.
- Reverse Engineering. Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Site.
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way reproduce or circumvent the navigational structure or presentation of the Site or its contents, unless otherwise permitted by Voltage in writing in advance.

5. Registration. Certain areas of the Site may require registration or may otherwise ask you to provide information to participate in certain features, such as to access User Forums, to access certain Content, or to receive e-mail newsletters. The decision to provide this information is purely voluntarily and optional; however, if you elect not to provide such information, you may not be able to access certain Content or participate in certain features of the Site. If you register for any feature that requires a password and/or user name, you will either select your own password at the time of registration, or will receive an email notification from us with a randomly generated initial password. You may not use a user name (or email address) that is already being used by someone else; that may impersonate another person; that belongs to another person, without his or her prior consent; that violates the intellectual property or other rights of any person; that is vulgar or otherwise offensive; or that we reject for any other reason in our sole discretion. If you register with the Site, you agree to accept responsibility for all activities that occur under your account or password. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer so that others may not access the password protected portion of the Site using your name in whole or in part. You agree to immediately notify us of any unauthorized use of your password or user name or any other breach of security. We shall not be liable for any loss or damage arising from your negligence or failure to comply with any of the foregoing obligations. If you register with the Site, you agree to provide true, accurate, current, and complete information about yourself, and, as permitted, to maintain and update it continuously and promptly to keep it true, accurate, current and complete. You agree that if any information you provide, or if we have reasonable grounds to suspect that any information you provide, is false, inaccurate, outdated, or incomplete, we may terminate your registration. We reserve the right to terminate registration and/or deny access to the entire Site or any portion of the Site to any person in our sole discretion for any reason or no reason at all.

6. Site Content and Performance. (a) Accuracy of Content. While we strive to keep the Content that we post on the Site accurate, complete, and up-to-date, we cannot and do not guarantee, represent or warrant that any of the Content on this Site (whether posted by us, a User, or any other third party) is accurate, complete, timely or applicable to you, nor do we have any obligation or undertaking to update the Site. (b) Links to Other Sites. The Site may provide links to other web sites and/or resources (including advertisements) that we do not maintain or are not under our control ("Third Party Web Sites"). We do not control any Third Party Web Sites linked to from the Site, and your dealings with such Third Party Web Sites are solely between you and such third parties. We are not responsible for, and we make no representations or warranties with respect to, the Content, products, services, personal information practices, ownership, or legality of any such linked Third Party Web Site unless expressly stated by us. Your use of such Third Party Web Sites is subject to the terms and conditions established by such third parties, and we encourage you to review their user terms and privacy policies before you use their services. Your access to and use of such Third Party Web Sites is solely at your own risk, and you agree that we will not be responsible or liable for any loss or damage of any sort that you may suffer as the result of your dealings with such Third Party Web Sites. (c) Linking to the Site. If you link to this Site, you must adhere to these guidelines: (1) the link to this Site must not damage, dilute or tarnish the goodwill associated with any Voltage names and/or intellectual property; (2) the

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7. Your Contact With Advertisers or Other Third Parties. Your interaction with suppliers, advertisers, or other third parties that may appear on or be accessible through the Site are solely between you and such third party. This may include, but is not limited to, your participation in promotions, disclosure of information, use of software or other third party materials, reliance upon advertising claims, the payment for and delivery of goods or services, and any terms, conditions, warranties, or representations associated with such interactions. Voltage does not make any representations or warranties with respect to any products or services that may be obtained from such third parties, and you agree that Voltage will have no obligations or liability with respect to any loss or damage of any kind incurred as a result of your contact with such third party.

8. Notice and Procedure for Making Complaints Regarding Content. Voltage respects the intellectual property of others and we ask our Users to do the same.. In accordance with the Digital Millennium Copyright Act, Voltage has designated a Copyright Agent to receive notice of claims of copyright infringement with respect to Content on the Site. To notify Voltage of Content on the Site that you believe infringes your rights, please provide the following information to the Voltage Copyright Agent listed below:

(a) Your name, address, telephone number, and e-mail address;(b) A description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works at the Site are covered by a single notification, a representative list of such works at the Site;(c) 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 Voltage to locate the material, such as the URL or a reasonable description of where the alleged infringing material is located;(d) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;(e) A statement by you, made under penalty of perjury, that the information in the notification is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and(f) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest. Voltage's Copyright Agent for notice of claims of copyright or other intellectual property infringement can be reached as follows: By e-mail: sales@voltagepictures.com (with subject "Copyright Complaints"); By phone: (323) 464-8351 (ask for Business Affairs's Office); By postal mail: Voltage Pictures, LLC 6360 Deep Dell Place, Los Angeles, California 90068 Attn: Business Affairs — DMCA Agent (with subject "Copyright Complaints")

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AND USING THE SITE OR THE CONTENT. YOU RECOGNIZE AND CONFIRM THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF OUR ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY SITE, MOTION PICTURE OR OTHER AUDIO/VISUAL CONTENT OWNED OR CONTROLLED BY US OR OUR LICENSORS, OR ANY OTHER EQUITABLE REMEDY, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY SITE, MOTION PICTURE OR OTHER AUDIO/VISUAL CONTENT OR ANY AND ALL ACTIVITIES OR ACTIONS RELATED THERETO. BY ACCESSING THIS SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "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."

11. Indemnification. You agree to indemnify, defend and hold the Voltage Parties, harmless from and against any and all claims, demands, damages, losses, investigations, liabilities, judgments, settlements, costs (including attorneys' fees), or other expenses that directly or indirectly arise from or are otherwise directly or indirectly connected to: (a) your breach or alleged breach of this Agreement; (b) your use of the Site or activities in connection with the Site; (c) your Submissions; or (d) your violation of any law, rule or regulation. You will cooperate as fully required by the Voltage Parties in the defense of any claim. Voltage reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of a duly authorized employee of Voltage.

12. Compliance. You understand and agree that we will determine your compliance with this Agreement in our sole discretion. Any violation of this Agreement may be referred to law enforcement authorities.

13. Miscellaneous Terms. (a) Modification or Suspension of the Site. We reserve the right, at any time and without notice to you, to modify, add, suspend, or discontinue, temporarily or permanently, the entire Site or any portion of the Site, in our sole discretion. This includes the right to modify, discontinue or remove any Content, postings, links, pages, services, or other materials at any time and for any reason. You agree that we shall not be liable to you for any modification, general suspension or discontinuance of any aspect of the Site. We may, in our sole discretion, refuse or restrict anyone from access to the entire Site or any portion of the Site at any time. (b) Jurisdiction / Location. Unless otherwise specified, the Site and its Content are presented solely for the purpose of promoting the entertainment, information, and community resources and services available in, and other uses in, the United States. We control and operate the Site from within the State of California, United States of America, and will specifically not be governed by the United Nations Conventions on Contracts for the International Sale of Goods, if otherwise applicable. We make no representation or warranty that the Site, or any Content or other materials available on the

Site, are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. (c) Severability of Agreement. If any provision of this Agreement is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in this Agreement shall continue in full force and effect. (d) Applicable Law. This Agreement and the resolution of any dispute related to this Agreement or the Site shall be governed by and construed in accordance with the laws of the State of California and the United States of America without giving effect to any principles of conflicts of law. Any legal action or proceeding between Voltage and you related to this Agreement or otherwise arising out of usage of this Site shall be brought exclusively in a federal or state court of competent jurisdiction sitting in or having jurisdiction over the County of Los Angeles, State of California, and you hereby consent and submit to the exclusive personal jurisdiction and venue of such courts.

14. Contact Information. If you have any questions or concerns with respect to this Agreement or the Site you may contact us by e-mail at sales@voltagepictures.com.