

Terms of Use

Please read this terms of use agreement ("Terms of Use") carefully, as it constitutes legally binding terms and conditions and applies to the use of any online service that includes a link to these Terms of Use, including, without limitation, xyzfilms.com, and all features, content, and other services that XYZ Films, LLC ("us," "we," "our," "XYZ") owns, controls, and makes available through online services that include a link to these Terms of Use (individually and collectively, the "Site"), whether by accessing the Site via a personal computer, a wireless or mobile device, and/or any other technology or device now known or may hereafter exist (each, a "Device"). The Site is made available by us, and the term Site includes all content, applications, features, functionality, and services offered by us on the Site, including, without limitation, viral, embeddable, or application/device-based features and related technology (e.g., APIs, widgets, applications, etc.) (collectively, the "Site Services").

These Terms of Use apply to all users of the Site ("User", "you" or "your"), whether you have registered for or simply browse the Site, and by using the Site, you understand, acknowledge, and agree that you will at all times comply with the terms and conditions of these Terms of Use and any additional terms and conditions that govern certain Site Services, which may be presented from time to time in connection with those Site Services ("Additional Terms"). The Site may also from time to time provide rules of participation for certain activities and services, including, without limitation, contests, sweepstakes, and other promotions ("Rules"). The Site's privacy policy ("Privacy Policy"), Additional Terms, Rules, and any other applicable terms are hereby incorporated into these Terms of Use by reference. To the extent that there is a conflict between these Terms of Use and any applicable Additional Terms, Rules or other terms, such Additional Terms, Rules and/or other terms shall govern.

These Terms of Use, and any posted revision or modification to them, shall remain in full force and effect while you use the Site. You may terminate your use of or registration to the Site at any time, for any reason, and we may terminate your use of or registration to the Site at any time, for any or no reason, with or without prior notice or explanation, and without liability or obligation to you or any third party. Even after your registration is terminated, your obligations under these Terms of Use, the Privacy Policy, the Additional Terms, the Rules and any other applicable other terms, including, without limitation, any indemnifications, warranties, and limitations of liability, shall remain in effect.

We may modify these Terms of Use from time to time, and at any time, without notice to you, for any reason, in our sole discretion. We may notify you of material changes to the Terms of Use by updating the Effective Date above, by e-mail, or by notification upon login; the form of such notice is at our discretion. Once we post modifications of the Terms of Use on the Site, these changes become effective immediately and if you use the Site after they become effective it will signify your agreement to be bound by the modifications. We recommend that you check back frequently and review these Terms of Use regularly so you are aware of the most current terms that apply to your use of the Site.

USE OF THE SITE

The Site and all Content contained in, and/or made available on, through, or in connection with the Site, including all copyrights, patents, trademarks, service marks, trade names, and all other intellectual property rights therein, are owned or controlled by XYZ, our licensors, or certain other third parties. All right, title, and interest in and to the Site and the Content is the property of XYZ, our licensors, or certain other third parties, and is protected by, without limitation, U.S. federal and state, as well as applicable foreign, laws, rules, regulations, and treaties. The term "Content" includes, without limitation, all films, video, audio and audiovisual content, music (including the recordings and compositions therein), artwork, photographs, illustrations, graphics, logos, copy, text, computer code, software, data, user interfaces, visual interfaces, information, materials, and all copyrightable or otherwise legally protectable elements of the Site, including, without limitation, the design, selection, sequence, look and feel, and arrangement of the Site, and any copyrights, trademarks, service marks, trade names, trade dress, patent rights, database rights, and/or other intellectual property and/or proprietary rights therein (including with respect to any content contained and/or made available in any advertisements or information presented to you via the Site). Unless the context clearly requires otherwise or we explicitly set forth in writing, the term "Site" includes "Content" as well.

Subject to your strict compliance with these Terms of Use and any applicable Additional Terms, XYZ grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to, as applicable, download, display, view, use, and/or play the Content on your Devices as permitted by us. You must not alter, delete, or conceal any copyright, trademark, service mark or other notices contained on the Site, including, without limitation, notices on any Content you transmit, download, display, print, stream, or reproduce from the Site. Except as expressly authorized by us (e.g., to the extent applicable, Site Services that allow for the use of embeddable or viral features, etc.), you shall not, nor shall you allow any third party (whether or not for your benefit or otherwise) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast, or circulate to any third party (including, without limitation, on or via a third party website or platform), or otherwise use, any Content without the express, prior written consent of us or its owner if we are not the owner.

Any unauthorized or prohibited use of any Content may subject you to civil liability, criminal prosecution, or both, under applicable federal, state, local laws, or applicable foreign laws, rules, regulations, and treaties. We require users to respect our intellectual property rights and will aggressively enforce such rights to the fullest extent of the law. We likewise respect the intellectual property rights of others. If you believe that the Site contains materials that infringe rights in work you own or control, please follow the procedures set forth in the DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") POLICY section below.

RESERVATION OF RIGHTS

These Terms of Use and any applicable Additional Terms and/or other terms include only narrow, limited, and revocable grants of rights to access and use the Site, Site Services and Content. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY XYZ AND ITS LICENSORS AND CERTAIN OTHER THIRD PARTIES.

RESTRICTIONS

By using the Site, you represent, warrant, and agree that you are eighteen (18) years of age or older.

You further represent, warrant, and agree that: (a) you will not use the Site or Content for any political or commercial purpose; (b) you will not engage in any activity in connection with the Site or Content that is unlawful, harmful, offensive, sexually explicit, obscene, violent, threatening, harassing, abusive, falsely representative of your persona, invasive of someone else's privacy, or otherwise objectionable to XYZ; (c) harvest any information from the Site or Content; (d) reverse engineer or modify the Site or Content; (e) interfere with the proper operation of or any security measure used by the Site or Content; (f) infringe any intellectual property or other right of XYZ or any third party; (g) use the Site or Content in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to you; or (h) otherwise violate these Terms of Use and any applicable Additional Terms and/or other terms.

You agree to comply with all local, state, federal, national, foreign, supranational, and international laws, statutes, ordinances, regulations, treaties, directives, and agreements that apply to your use of the Site and Content.

AVAILABILITY

We may, in our sole discretion, suspend or terminate the availability of the Site, Site Services and/or Content (and any elements and features of them), in whole or in part, at any time and for any reason or no reason, in our sole discretion, and without advance notice or liability.

THIRD PARTY SERVICES; ADVERTISEMENTS

The Site may contain third party plug-ins, applications, ads, tools, content, functionalities, and/or links to third-party websites or other services, including, without limitation, certain streaming and/or payment processing capabilities, that are not owned, controlled, or operated by us, including services operated by advertisers, licensors, licensees, and certain other third parties who may have business relationships with XYZ (each a "Third-Party Service"). We may also host our content, apps, and tools on Third-Party Services. We have no control over the content, operations, policies, terms, or other elements of Third-Party Services, and do not assume any obligation to review them. We do not necessarily review, endorse, approve, or sponsor any Third-Party Services, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, XYZ is not responsible for the quality or delivery of the products or services offered, accessed, obtained by, or advertised at such Third-Party Services.

XYZ WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR SPECIAL LOSS, OR OTHER DAMAGE, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, DEFAMATION, INFRINGEMENT OF COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS, CAUSED BY THE

EXHIBITION, DISTRIBUTION, OR EXPLOITATION OF ANY INFORMATION OR CONTENT CONTAINED WITHIN THESE THIRD-PARTY SERVICES.

Any activities you engage in in connection with a given Third-Party Service are subject to that Third-Party Service's privacy policy and terms of use and you should read them before engaging in such activities.

From time to time, you may choose to communicate, interact, transact, deal with, or obtain goods and services of or from, Third Party Services. All such communications, interactions, transactions, and dealings are strictly and solely between you and such Third Party Services and we shall not be responsible or liable to you in any way in connection with these activities or transactions (including, without limitation, any representations, warranties, agreements, contracts, or other terms or conditions that may exist between you and the Third Party Services or any goods or services you may purchase or obtain from any Third Party Services).

CONTACT INFORMATION

We may send notices or otherwise respond to you by mail or to your email address (if we have one on file) or in any other manner reasonably chosen by us. All legal notices to us must be sent to us via mail to XYZ Films, LLC, 2639 S La Cienega Blvd, Los Angeles, CA 90034.. If you have a question regarding the Site, you may contact us at +1 310 956 1550 as well. You acknowledge that we have no obligation to provide you with customer support of any kind and that customer service personnel are not authorized to modify or waive the Terms of Use, applicable Additional Terms and/or any other terms.

PERSONAL INFORMATION

We respect your privacy and the use and protection of your personally identifiable information. In the course of your use of the Site, you may be asked to provide certain personalized information to us (such information referred to hereinafter as "Personal Information"). Our information collection and use policies with respect to the privacy of such Personal Information, as well as your rights with respect to the same, are set forth in the Site's Privacy Policy which is incorporated herein by reference for all purposes. We encourage you to read the Privacy Policy, and to use it to help make informed decisions. You acknowledge and agree that you are solely responsible for the accuracy and content of Personal Information.

Any Personal Information that you provide in connection with a given Third-Party Service is subject to that Third-Party Service's privacy policy and terms of use and you should read them before providing any such Personal Information.

DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”) POLICY

If you are a copyright owner or an agent thereof and believe that any content on the Site infringes upon your copyrights, you may submit a notification pursuant to the DMCA by submitting the following information in writing to XYZ Films, LLC, 2639 S La Cienega Blvd, Los Angeles, CA 90034 (see 17 U.S.C. 512(c)(3) for further details):

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 on the Site are covered by a single notification, a representative list of such works on the Site;

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 us to locate the material;

Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if applicable, e-mail address;

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 that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Written notification of claimed infringement must be submitted by following the instructions specific to DMCA notices via mail to XYZ Films, LLC, 2639 S La Cienega Blvd, Los Angeles, CA 90034

For clarity, DMCA notices should be sent via mail to XYZ Films, LLC, 2639 S La Cienega Blvd, Los Angeles, CA 90034 and any other feedback, comments, requests for technical support, and other communications should be directed to +1 310 956 1550. You acknowledge and agree that if you fail to comply with all of the requirements of this section of the Terms of Use, your DMCA notice may not be valid.

If you believe that content you submitted to us was improperly taken down (or to which access was disabled), is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to applicable law, to make such content available to us for use on the Site, you may send a counter-notice via mail to XYZ Films, LLC, 2639 S La Cienega Blvd, Los Angeles, CA 90034

Your physical or electronic signature;

Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

A statement that you have a good faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content; and

Your name, address, telephone number, and, if applicable, e-mail address, and a statement that you shall accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is submitted, we may send a copy of the counter-notice to the original complaining party informing that party that we may replace the removed content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider or the User, the removed content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at our sole discretion.

UNSOLICITED SUBMISSIONS

XYZ does not accept unsolicited submissions for motion pictures, television programs, websites, or any other products or services. Please do not make any such unsolicited submissions to us through the Site or otherwise.

If you send us creative suggestions, ideas, notes, photographs, screenplays, artwork, or any other creative materials (“Submissions”) despite our request and direction not to do so, you acknowledge and agree that your Submission includes a grant to us of a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable, and royalty-free right and license to host, store, use, display, reproduce, modify, adapt, edit, combine with other materials, publish, distribute, create derivative works from, promote, exhibit, broadcast, syndicate, sublicense (including, without limitation, to third party media channels, platforms, and distributors), publicly perform, publicly display, and otherwise use and exploit in any manner whatsoever, or grant third parties the right to do any of the foregoing, all or any portion of your Submission, for any purpose whatsoever in any and all media, whether now known or hereafter developed, and via any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. You further irrevocably grant us the right, but not the obligation, to use your name in connection with your Submission. You also agree to waive any right of approval for our use of the rights granted herein and agree to waive any moral rights that you may have in any Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights in a manner that interferes with any exercise of the granted rights.

You further acknowledge and agree that you will not receive any fees, sums, consideration, or remuneration of any kind for any of the rights granted in connection with such Submissions. Our receipt of your Submission is not an admission of its novelty, priority, or originality, and does not impair our right to existing or future intellectual property rights relating to your Submission.

You represent and warrant that you own or have the necessary rights, licenses, consents, and permissions to grant us the rights granted in this section. You alone, though, retain whatever legally cognizable right, title, and interest that you have in your Submission and remain responsible for them.

You acknowledge that, with respect to any claim you may have relating to or arising out of our actual or alleged exploitation or use of any Submission, the damage, if any, thereby caused will not be irreparable or otherwise sufficient to entitle you to injunctive or other equitable relief or to in any way enjoin the production, distribution, exhibition, or other exploitation of any production based on or allegedly based on the Submission, and your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

DISCLAIMER AND LIMITATIONS OF LIABILITY

THIS SITE, AND ALL CONTENT, PRODUCTS, SERVICES, AND OTHER INFORMATION APPEARING ON AND IN CONNECTION WITH THE SITE ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION, WARRANTY, OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THAT THE SITE WILL BE AVAILABLE FOR USE, OR THAT ALL PRODUCTS, FEATURES, FUNCTIONS, SERVICES, OR OPERATIONS WILL BE AVAILABLE OR PERFORMED AS DESCRIBED. ALL IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS RELATING TO THIS SITE, AND ALL CONTENT, PRODUCTS, SERVICES, AND USER POSTINGS ARE HEREBY DISCLAIMED. Without limiting the foregoing, we are not responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions arising out of your use of the Site. You understand, acknowledge, and agree that you are assuming the entire risk as to the quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, security, and validity of any and all features and functions of the Site.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, XYZ, ITS AFFILIATES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM YOUR USE OF THE SITE OR FROM THESE TERMS OF USE, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

You further understand and acknowledge the capacity of the Site, in the aggregate and for each User, is limited. Consequently, some messages and transmissions may not be processed in a timely fashion or at all, and some features or functions may be restricted or delayed or become completely inoperable. As a result, you acknowledge and agree that XYZ assumes no liability, responsibility, or obligation to transmit, process, store, receive, or deliver transactions or for any failure or delay associated with the same and you are hereby expressly advised not to rely upon the timeliness or performance of the Site for any such transactions.

Some jurisdictions do not allow for the exclusion of certain warranties or certain limitations on damages and remedies, accordingly some of the exclusions and limitations described in these Terms of Use may not apply to you.

INDEMNIFICATION

You agree to defend, indemnify, and hold XYZ, its, parents, affiliates, successors and assigns, and each of their respective directors, officers, employees, representatives, agents, licensors, advertisers, suppliers, and operational service providers harmless from any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) (collectively, "Claims"), arising in any way out of or in connection with (a) your use of the Site, (b) your breach or violation these Terms of Use or (c) any material you submit to the Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such Claim.

MISCELLANEOUS

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY XYZ OR ANY OF ITS LICENSORS.

These Terms of Use, and any rights, licenses, and privileges granted herein, may not be transferred or assigned by you, but may be assigned or transferred by us without restriction and without notice to you.

These Terms of Use, together with any Additional Terms, Rules, our Privacy Policy, any other terms, and any other regulations, procedures and policies which we refer to and which are hereby incorporated by reference, contain the entire understanding and agreement between you and us concerning the Site and supersedes any and all prior or inconsistent understandings relating to the Site and your use thereof. These Terms of Use cannot be changed or terminated orally. If any provision of these Terms of Use is held to be illegal, invalid or unenforceable, this shall not affect any other provisions and these Terms of Use shall be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of these Terms of Use; however, no action arising out of these Terms of Use or your use of the Site, regardless of form or the basis of the claim, may be brought by you more than one year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

These Terms of Use and your use of the Site is governed by, construed and enforced in accordance with the laws of the state of California (notwithstanding the state's conflict of laws provisions) applicable to contracts made, executed, and wholly performed in California, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the state and federal courts situated in the state and county of

New York and agree you shall not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens, or otherwise.

IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF THE SITE, OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

If any provision of these Terms, any applicable Additional Terms, Rules, Privacy Policy and/or other terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms, the applicable Additional Terms, Rules, Privacy Policy and/or other terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms, any applicable Additional Terms, Rules, Privacy Policy and/or other terms. To the extent permitted by applicable law, you agree to waive and will waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.

The Site is controlled and operated by XYZ from its offices in the state of California, United States of America. XYZ makes no representation or warranty that the Content contained on or made available in connection with this Site is legal, appropriate, or available for use in other locations. Those who choose to access the Site from other locations do so at their own risk and are responsible for compliance with any and all local laws, rules and regulation, if and to the extent local laws, rules, and regulations are applicable. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms of Use or to any sale of goods carried out as a result of your use of the Service. No software from the Site may be downloaded, exported, or re-exported into (or to a national or resident of) any countries that are subject to U.S. export restrictions.

CALIFORNIA CONSUMER RIGHTS

Residents of California are entitled to additional consumer rights. To learn more, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 1625 North Market Blvd., Suite N-112, Sacramento, California 95834, or by telephone at 800.952.5210 or (916) 445-1254. Their website is located at:

<http://www.dca.ca.gov>.