

## **Terms of Use**

LAST MODIFIED: July 28, 2020

### **AmberX Media Website Usage Clauses**

The website you have entered (its sub-domains, affiliated websites, any mobile versions, and any services available therefrom) (the “Site”) is a work owned and operated by AmberX Media, LLC (“AmberX Media”, “AmberX,” “we” or “us”).

BY ACCESSING OR USING THE SITE, YOU HEREBY AFFIRM THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THE FOLLOWING TERMS AND CONDITIONS (THE “TERMS”). THESE TERMS TOGETHER WITH THE PRIVACY POLICY (LOCATED HERE) CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND AMBERX MEDIA.

IF YOU ARE UNDER 18 YEARS OLD, YOUR PARENT OR LEGAL GUARDIAN MUST READ, UNDERSTAND, AND AGREE TO THESE TERMS ON YOUR BEHALF PRIOR TO YOUR USE OF THE SITE. IF YOU DO NOT AGREE TO THESE TERMS OR HAVE NOT OBTAINED YOUR PARENT OR LEGAL GUARDIAN’S CONSENT TO AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SITE. IN NO EVENT MAY YOU USE THIS SITE IF YOU ARE UNDER THE AGE OF 13.

YOUR USE OF THE SITE CONSTITUTES ACCEPTANCE OF THESE TERMS.

#### CHANGES TO THE SITE OR TERMS

AmberX Media reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) at its sole discretion with or without notice to you. You agree that AmberX Media will not be liable to you or to any

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third party for any modification, suspension, or discontinuation of the Site or any part thereof.

AmberX Media further reserves the right, at any time, to revise these Terms or to impose new terms and conditions with respect to access or use of the Site, the Content, or any other matter, in its sole discretion. Any modification to the Terms shall become effective when posted. ANY ACCESS OR USE OF THIS SITE OR ANY CONTENT BY YOU AFTER THE POSTING OF THE REVISED TERMS SHALL CONSTITUTE YOUR AGREEMENT TO SUCH REVISED TERMS. No modification to these Terms shall be valid or enforceable against AmberX Media unless expressly agreed to by AmberX Media in a writing signed by a duly authorized member of AmberX.

### TERM AND TERMINATION

These Terms will remain in full force and effect while you use the Site. AmberX Media may terminate these Terms or discontinue operation of the Site without notice to you, at any time and for any reason, in our sole discretion, without liability, including but not limited to if you breach any of these Terms. In the event of termination of these Terms with respect to you, you will no longer be authorized to access or use the Site or any Content.

In the event of a termination of these Terms or termination of your access to and use of the Site, Sections 3 through 14 of these Terms shall survive and continue in full force and effect. Further, all rights granted by you shall remain in full force and effect and AmberX Media shall be permitted, but shall not have any obligation, to delete any of your personal data collected in the operation of the Site unless otherwise required by law.

### SITE LICENSE; SITE CONTENT

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License. Subject to these Terms, AmberX Media grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal, non-commercial use. Unauthorized access to or use of the Site or the Content is a breach of these Terms and may be a violation of law.

Site Content. Unless specifically permitted herein, no information, materials, files, videos, or other content (collectively "Content") comprising, contained in or distributed through the Site may be reproduced in any form or used by you without the prior written consent of AmberX Media. The Site and the Content found therein are the property of AmberX Media, its licensees and/or licensors. The Site and the Content are protected by copyright laws and international treaty provisions. You acknowledge that AmberX Media or its clients, business partners, licensees or licensors (as applicable) own and shall retain the exclusive right, title and ownership in and to all copyrights, trade secrets, trademarks and other intellectual property and proprietary rights in the Site and all Content. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor or copy any part of the Site or any of the Content. You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, disassemble, decompile, attempt to obtain the source code of, grant a security interest in, publicly perform, publicly display, transfer or exploit the Site, the Content, any technology or software relating thereto, or any portion of any of the foregoing. All copyright, trademark, or other proprietary notices on the Site or any Content must be retained and displayed at all times.

### DISCLAIMER OF WARRANTIES AND REPRESENTATIONS

THE SITE AND THE CONTENT CONTAINED IN AND DISSEMINATED FROM THE SITE ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE (ALL OF SUCH IMPLIED WARRANTIES AND

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REPRESENTATIONS BEING HEREBY EXPRESSLY DISCLAIMED). YOU ASSUME THE ENTIRE RISK (i) AS TO YOUR ACCESS TO AND USE OF THE SITE, AND YOUR SELECTION AND USE OF ANY CONTENT OBTAINED THROUGH OR FROM THE SITE; AND (ii) THAT THE SITE AND/OR THE CONTENT WILL MEET YOUR REQUIREMENTS, BE ACCURATE OR RELIABLE, HAVE ANY LEVEL OF QUALITY OR MEET YOUR EXPECTATIONS. AMBERX MEDIA MAKES NO WARRANTY OR REPRESENTATION THAT YOUR ACCESS TO AND USE OF THE SITE OR THE CONTENT WILL BE UNINTERRUPTED, VIRUS FREE, ERROR-FREE OR COMPLETELY SECURE. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM HARDWARE OR SOFTWARE, OR FOR ANY LOSS OF DATA OR OTHER DAMAGES, RELATING TO YOUR USE OF THE SITE OR THE SITE OR CONTENT. NO ADVICE, INFORMATION OR CONTENT, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM, THROUGH OR IN CONNECTION WITH YOUR USE OF THE SITE OR THE CONTENT, WILL CREATE OR PROVIDE ANY WARRANTY OR REPRESENTATION ON THE PART OF AMBERX MEDIA.

Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. In such jurisdictions, the liability of AmberX Media shall be limited to the greatest extent permitted by applicable law.

### USER CONDUCT; PROHIBITED ACTIVITIES

You agree that you shall not post, publish, submit or otherwise disseminate through the Site any content or other information:

- that is known by you to be false, inaccurate or misleading;
- that violates, infringes or misappropriates any third party's copyright, patent, trademark, trade secret, right of privacy, right of publicity or other intellectual property or proprietary right;
- that violates any law, statute, regulation, rule or ordinance (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising)

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- that is, or may reasonably be considered to be, defamatory, libelous, hateful, profane, abusive, racially, religiously, or otherwise biased or offensive, unlawfully threatening or unlawfully harassing to any individual or entity, or otherwise contains foul language;
- that contains any computer viruses, worms or other potentially damaging computer programs or files

In addition to the foregoing, you agree not to:

- Download or upload any content or material that you know or reasonably should know cannot be legally obtained in such manner;
- Restrict or inhibit any other user from using and enjoying any area within the Site;
- Collect or store personal information about other users of the Site, or submit personal data on the Site without their express permission and authority to do so;
- Attempt to access or use the Site or the Content after your access or use has been terminated;
- Affect the way the Site displays Content (including any pages contained therein) other than through adjustments to your browser or display settings to facilitate your personal viewing of the Site;
- Use any automated means to access or use the Site or to collect any Content contained therein;
- Modify or create variant versions of the AmberX Media name, trademark or logos;
- Interfere with or disrupt the Site or the infrastructure;
- Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the Site or to manipulate your presence on the Site;
- Take any action that imposes an unreasonably or disproportionately large load on the Site or its infrastructure;
- Engage in any acts or omissions that could constitute a violation of applicable laws, statutes, regulations, rules or ordinances.

You agree to notify us if you suspect any activity in violation of these Terms and cooperate with our investigation of such violation.

## THIRD-PARTY LINKS

The Site may contain links to third-party websites and services for third parties (collectively, "Third-Party Links"). Such Third-Party Links are not under the control of AmberX Media, and AmberX Media is not responsible for any Third-Party Links. AmberX Media provides access to these Third-Party Links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. Your interaction with all Third-Party Links is at your own risk. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices.

## COPYRIGHT AND TRADEMARK INFORMATION

© AmberX Media, LLC 2020. All rights reserved.

Your use of any trademarks, service marks, branding, logos, and designs owned or licensed by AmberX Media, its affiliates, or any of its clients is prohibited without the prior written consent of AmberX Media or the consent of the third party that owns the trademark.

## PRIVACY

Certain information collected from you or about you in the course of your using the Site is subject to our Privacy Policy (located [HERE](#)), which is incorporated into these Terms by reference and may be revised from time to time as provided therein. You acknowledge, agree and consent to the

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information collection, distribution and other terms, conditions and matters set forth in the Privacy Policy.

### NOTIFICATIONS

We may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on the Site or delivering them to you through email, if you have previously provided your email address to us. If you do not provide us with accurate information, we cannot be held liable if you do not receive notice.

### GOVERNING LAW AND JURISDICTION

The Site is controlled and managed by AmberX Media from its office in the United States and is targeted to the United States. These Terms shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of laws principles. By using the Site, you submit to the exclusive jurisdiction of and venue in the Federal District Court located in the Central District of California and the Supreme Court of the State of California for Santa Barbara County to resolve any dispute arising out of or in connection with these Terms, the Site or the Content, and waive any objections thereto including those of inconvenient forum or similar defenses.

You must not use the Site or the Content in countries where it is restricted, prohibited or limited by local law, regulations, codes or customs. AmberX Media makes no warranty or representation that the Site or the Content is appropriate or available for use in locations outside the United States.

## USERS OUTSIDE OF THE UNITED STATES

If you (a) are using the Site from a country embargoed by the United States, (b) are on the United States Treasury Department's list of "Specially Designated Nationals," or (c) are on the U.S. Commerce Department's Table of Deny Orders, you agree that you will not conduct any commercial activities using or through the Site and will not otherwise use the Site or any related services in violation of United States export control laws or regulations.

## LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL AMBERX MEDIA AND/OR THEIR RESPECTIVE OFFICERS, DIRECTORS, TRUSTEES, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, IDENTIFIED SITE SPONSORS, OR REPRESENTATIVES (ALL OF THE FOREGOING, COLLECTIVELY, THE "AMBERX MEDIA PARTIES") BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PERSONAL OR BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PERSONAL OR BUSINESS INFORMATION, OR OTHER LOSS OR DAMAGE) ARISING OUT OF OR RELATED TO THESE TERMS OR ARISING OUT OF THE ACCESS OR USE, OR INABILITY TO ACCESS OR USE THE SITE AND/OR ITS CONTENT, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, AND REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION OR THEORY ASSERTED (E.G., WHETHER IN CONTRACT, TORT OR OTHERWISE). ACCESS TO, AND USE OF, THE SITE AND CONTENT IS AT YOUR OWN RISK AND DISCRETION AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER, OR LOSS OF DATA RESULTING THEREFROM. IF, NOTWITHSTANDING THE PROVISIONS OF THE TERMS, ANY OF THE AMBERX MEDIA PARTIES IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED TO YOUR ACCESS TO OR USE OF THE SITE, THE CONTENT OR OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY



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OF THE AMBERX MEDIA PARTIES SHALL IN NO EVENT EXCEED \$100 USD. YOU AGREE TO USE YOUR BEST EFFORTS TO MITIGATE ANY DAMAGES OR LOSSES YOU MAY SUFFER IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SITE AND THE CONTENT.

Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, parts of the above limitation may not apply to you. In such jurisdictions, the liability of AmberX Media shall be limited to the greatest extent permitted by applicable law. Check your local laws for any restrictions or limitations regarding the limitation of liability for consequential or incidental damages.

## INDEMNIFICATION

You agree to defend, indemnify and hold harmless AmberX Media, its affiliates, licensees, vendors, partners, identified Site sponsors, and each of their respective directors, officers, members, managers, employees, agents and representatives from and against any and all claims, actions, losses, damages, liabilities, judgments, settlements, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising out of or relating to (a) your breach of these Terms or any applicable laws or regulations, (b) your access to or use of the Site and/or the Content, (c) your violation, breach or misappropriation of a third party's copyright, patent, trademark, trade secret, right of privacy, right of publicity, or other intellectual property, proprietary or other right, (d) your tortious acts including, without limitation, defamation, and/or (e) any claims you may raise against third parties relating to third party products or services. We reserve the right to assume, at our expense, the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of such claims. If we assume such defense, we will be responsible solely for our legal fees in connection with such defense and all other losses, damages, liabilities, judgments, settlements, costs and expenses shall be your sole responsibility.

## **WEBSITE DEVELOPMENT SERVICES**

### DESCRIPTION OF SERVICES

It is YOUR RESPONSIBILITY that all website development services (including but not limited to: website development using a code editor, text editor, or online website builder, as well as designs including but not limited to: those made with a code editor, text editor, visual editor, online or offline web builder and/or software) need to be described and understood by AmberX Media LLC (“AmberX Media”, “AmberX”, “we” or “us”), its affiliates, licensees, vendors, partners, identified Site sponsors, and each of their respective directors, officers, members, managers, employees, agents and representatives.

YOU AGREE that after services are explicitly stated and/or confirmed in writing, you will be given an explicitly written estimate (that can change upon billing time) for those explicitly stated services. Any and every unagreed upon and non-written explicit change from the agreed upon services will require another explicitly written agreement and an updated estimate/invoice upon billing.

YOU AGREE that AmberX Media works on a project based rate (regardless of time) and/or a timely (weekly, monthly, quarterly, semi-annually, annually) rate. For project based rates you understand that AmberX Media is only responsible for services explicitly stated as being within the scope of the project. For timely based rates you understand that AmberX Media is only responsible for services explicitly stated as being within the scope of the timeframe.

(For example: If we agree to work on a project as a whole, and charge a project work, then we are only responsible for working on that project and what was explicitly stated and agreed upon as being within the scope of that project.)

(For example: If we agree to work on a project for one week, and charge a weekly rate, then we are only responsible for working for that week.)

YOU AGREE to defend, indemnify and hold harmless AmberX Media, its affiliates, licensees, vendors, partners, identified Site sponsors, and each of their respective directors, officers, members, managers, employees, agents and representatives from and against any and all claims, actions, losses, damages, liabilities, judgments, settlements, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising out of or relating to services rendered, that did not match your initial expectations, requirements, and standards due directly to a lack of explicitly written descriptions of those services.

### **FILM SERVICES**

#### DESCRIPTION OF SERVICES

YOU AGREE that after services are explicitly stated and/or confirmed in writing, you will be given an explicitly written estimate (that can change upon billing time) for those explicitly stated services. Any and every unagreed upon and non-written explicit change from the agreed upon services will require another explicitly written agreement and an updated estimate/invoice upon billing.

#### INDEMNIFICATION

YOU AGREE to defend, indemnify and hold harmless AmberX Media, its affiliates, licensees, vendors, partners, identified Site sponsors, and each of their respective directors, officers, members, managers, employees, agents and representatives from and against any and all claims, actions, losses, damages, liabilities, judgments, settlements, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising out of or relating to

- Accidental/unintentional damages (to your physical business building, vehicle, employee, or customer actively engaging in business with you at the time of damage) resulting from us filming/photographing your

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business fulfilling services explicitly agreed upon in written form. This also includes any costs of those damages exceeding \$500 USD.

- Any loss of business, or lack of increased business as a direct and provable result of our film/photography for your business.

### LIMITED LIABILITY CLAUSE - For Drone Services

YOU AGREE that LIMITED TO Drone Services and listed items below, AmberX Media will be fully responsible for (and you will not be responsible for)

- Ensuring that all FAA regulations governing the area of the service being provided within, are adhered to
- Ensuring that all proper licenses are acquired by the Drone pilot(s) filming for your business
- Any damages to public or private property (not including your own business, vehicle, employee, or customer actively engaging in business with you at the time of damage)
- Any law violations and damages resulting from and/or including the unauthorized filming of an unsuspecting/non-participating person

## **SOCIAL MEDIA / SOCIAL MEDIA MARKETING SERVICES**

### DESCRIPTION OF SERVICES

YOU AGREE that after services are explicitly stated and/or confirmed in writing, you will be given an explicitly written estimate (that can change upon billing time) for those explicitly stated services. Any and every unagreed upon and non-written explicit change from the agreed upon services will require another explicitly written agreement and an updated estimate/invoice upon billing.

### INDEMNIFICATION

YOU AGREE to defend, indemnify and hold harmless AmberX Media, its affiliates, licensees, vendors, partners, identified Site sponsors, and each of their respective directors, officers, members, managers, employees, agents and representatives from and against any and all claims, actions, losses, damages, liabilities, judgments, settlements, costs and expenses (including,

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but not limited to, reasonable attorneys' fees and court costs) arising out of or relating to

- Accidental/unintentional damages (to your social media accounts) resulting from us engaging with other people on any social media platform (in accordance to the respective platform's Terms of Use) or to your business fulfilling services explicitly agreed upon in written form. This also includes any costs of those damages exceeding \$100 USD.
- Any loss of business, or lack of increased business as a direct and provable result of our film/photography for your business.

## **ALL AMBERX MEDIA SERVICES**

DESCRIPTION OF SERVICES cont.

You agree that:

- All times ever mentioned in writing, will be based Pacific Standard Time (unless otherwise stated.)
- We reserve the right to refuse providing a service, services, or full business to any individual, business, or brand that does not align with AmberX Media's core values. We will not create any content that explicitly shows bigotry, racism, discrimination towards any group.

## **INTELLECTUAL PROPERTY**

You will own the website(s), film(s),photo(s),graphic design(s) and all types of digital content, that We design for You and any visuals that We provide with it. We will turn over our work product, including any necessary files, and You will be responsible for their safekeeping. We are not required to keep copies. You guarantee that You have the legal right to all elements of text, photographs, and anything else that You provide to Us and that You will not hold Us responsible for any third-party claims.

We will own any copyrightable work, ideas, inventions, products, or other information that We create in connection with the Services We are providing. We guarantee that We have the legal right to all elements related to the

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Services We are providing and will not hold You responsible for any third-party claims.

### CONFIDENTIALITY

Your secrets are safe with Us. This includes your proprietary information (things like trade secrets, know-how, or any other confidential information that is not publicly available). We promise We won't sell your proprietary information to a third-party, no matter how much they offer Us.

### ASSIGNMENT

You and AmberX Media may not assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment in writing.

### TERMINATION

You can end this Agreement by giving Us a three (3) day written notice (for projects lasting a week or less) or ten (10) day written notice (for projects lasting over a week and a half) and paying Us for the Services that We have completed. This amount will be the amount agreed upon in explicit writing.

If either Party fails to follow through with their responsibilities or obligations under this Agreement, the other Party can end this Agreement by giving a three (3) day written notice (for projects lasting a week or less) or ten (10) day written notice (for projects lasting over a week and a half).

This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been made.

### DISPUTE RESOLUTION

- a. Negotiation: We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- b. Mediation/Arbitration: If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in a forum mutually agreed to by the Parties.

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c. Litigation: If litigation is necessary, this Agreement will be interpreted based on the laws of the State of California, regardless of any conflict of law issues that may arise. The Parties agree that the dispute will be resolved at a court of competent jurisdiction in the agreed upon State.

d. Attorney's Fees: The prevailing party, or "winner" as non-lawyers call it, will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

### SEVERABILITY

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

### COMPLETE CONTRACT

This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

### NOTICES

All notices under this agreement must be sent by either email with return confirmation of receipt, or certified or registered snail mail with return receipt requested.

Physical Notices should be sent to: 785 Camino Del Sur #339, Goleta CA 93107

## **BILLING**

We will send an invoice detailing services that will match the explicitly written project scope: on the due date of the project if upfront payment is not required, or before any work is started if upfront payment is required .

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Some projects, depending on many factors including but not limited to: project time length, other projects we are also working on, you as the client not being fully sure on what exact services you need, etc, will require a percentage of anywhere from 25% - 50% upfront of payment. You agree that you are responsible for paying the upfront payment, and that you are not entitled to any work from us, until that payment has been received.

All other projects will be billed for in full by the explicitly agreed upon completion date. Each invoice will have a due date explicitly written on it, and you agree that you will pay the invoice in full by that date.

You agree that if you do not pay by the due date after a project is completed, you will be subject to a late fee of 1.5% of the original invoice total a month (or the highest legal rate). This late fee can only be waived at the sole discretion of AmberX Media.

You agree that if your payment is declined, or "bounces" for any reason, you will be charged the full price again, as well as any fees that AmberX Media incurred as a result of the declined payment.

### TERMINATION

You agree that if any party terminates this agreement early, you are fully responsible for paying us for any work that we have done. This amount will be based on how much work we completed in relation to the total amount of time or the total size of the project.

(For example, a termination 3 days into a week long project constitutes 50% pay.)

You agree that any termination of services will move the due date for your payment to the date of explicitly written cancellation. All rules as normal payments for AmberX Media services apply.

### ADDITIONAL FEES

You agree that any invoices sent through Wave Accounting will also include a 2.5% fee, which will be included in the overall cost for the project.

You agree that if you choose to pay us with something other than our sent



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invoice, you are fully responsible to also pay for all transaction fees on top of the invoice total. (Paypal, Cashapp, etc.)

### ADDITIONAL CHARGES

You agree that if your service requirements require more than what was initially and explicitly stated as being within the scope of the project, and AmberX Media ends up purchasing additional tools, equipment, software, subscriptions, etc to fulfill your needs, you will be charged for it, with receipts also sent to you as proof of costs.

### PHYSICAL PAYMENTS

Any physical payments of cash and/or a check must be postmarked no later than a week after the originally explicitly stated due date.

Please mail any physical payments to 785 Camino Del Sur #339, Goleta CA, 93107.

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YOU AGREE to defend, indemnify and hold harmless AmberX Media, its affiliates, licensees, vendors, partners, identified Site sponsors, and each of their respective directors, officers, members, managers, employees, agents and representatives from and against any and all claims, actions, losses, damages, liabilities, judgments, settlements, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising out of or relating to:

- Any breaches of any third-party payment applications' Terms of Use
- Any legal actions, fraudulent behavior, illegal behavior, or damages resulting from, pertaining to, or in accordance with the money that you used to pay for AmberX Media services

## **MISCELLANEOUS**

These Terms constitute the entire agreement between you and us regarding the use of the Site and all AmberX Media services. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

You also agree that AmberX Media doing business with any entity, (individual, brand, company, etc) does not mean that AmberX Media automatically aligns with and/or endorses the entirety of their views on any subject matters, nor their business visions.

If you have questions or comments, please contact Veltson Bastien, (Founder and CEO of AmberX Media) at: [veltson@amberxmedia.com](mailto:veltson@amberxmedia.com)