

TERMS AND CONDITIONS

Last Updated April 27, 2020

Production Club, Inc., (“Production Club”, “us” or “we”) and its parent, subsidiary and affiliate entities worldwide (individually referred to herein as the “Production Club” or the “Company” or “we” or “us” or “our”) own and operate this website (“Site(s)”). These Terms of Use and Sale (“Terms”) constitute a legally binding agreement made by and between Production Club and the user of this Site (personally and, if applicable, on behalf of the entity for whom you are using the Site; collectively, “you”). The Terms govern your use of the services we make available on this Site (“Services”).

BY ACCESSING OR USING ANY PART OF THE SITE OR SERVICES, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS, WHICH CONTAIN AN ARBITRATION AGREEMENT, A WAIVER OF CLASS-ACTION RIGHTS, AND LIABILITY LIMITATIONS. YOU ALSO AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE PRIVACY POLICY, WHICH DESCRIBES HOW WE COLLECT, USE AND DISCLOSE YOUR DATA AND WHICH IS INCORPORATED INTO THESE TERMS, AND YOU CONSENT TO SUCH COLLECTION, USE AND DISCLOSURE. IF YOU DO NOT AGREE TO BE SO BOUND, YOU MAY NOT ACCESS OR USE THE SITE OR ANY SERVICES.

By viewing or using our Site, you acknowledge and agree to these Terms and those posted by us from time to time. Production Club reserves the right to amend, change or modify these Terms at any time. No modification of these Terms by any party other than Production Club shall be valid or enforceable against Production Club unless expressly agreed to by Production Club in a writing signed by an authorized Production Club representative. When we post changes to these Terms, we will revise the “Last Updated” date at the top of the Terms. Your continued use of the Sites after any changes or revisions to these Terms become effective shall indicate your agreement with the terms of such revised and then-current Terms. You may be accessing our Site from a computer or mobile phone device and these Terms govern your use of the Site regardless of how you access it.

If you have any questions about these Terms, please contact us by email at privacy@productionclub.net.

1. GENERAL

- a. Eligibility. To use the Site you must be, and represent and warrant that you are, of legal age (18 years of age or older, or, if you have parental consent, 13 years of age or older) and competence. By using the Site on behalf of any third party, you are representing to us that you are an authorized representative of that third party and that your use of the Site constitutes that third party’s acceptance of these Terms. In addition, if you have been previously prohibited from accessing the Site or the website of any of our affiliates, you are not permitted to access the Site.
- b. License to Use the Site. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable right to access the Site and use the Services for your personal, non-commercial use, and as we otherwise intend. Production Club reserves the right to monitor the Services for the purpose of determining that your usage complies with these Terms.

- c. Prohibited Conduct. You may not use the Site or Services other than as expressly permitted above. Without limitation, you will not, directly or indirectly: (a) copy, reproduce, modify, distribute, display, create derivative works of or transmit any content on the Site; (b) use the Services or Site commercially; (c) reverse engineer, decompile, tamper with or disassemble the technology used to provide the Services or Site (except as and only to the extent any foregoing restriction is prohibited by a non-waivable provision of applicable law); (d) interfere with or damage the Services, Site, or any underlying technology; (e) impersonate or misrepresent your identity or affiliation; (f) attempt to obtain unauthorized access to the Services or Site; (g) collect information about users of the Services, the Site, or the Service; (h) violate, misappropriate or infringe a third party's intellectual property or other right, or any social media platform terms; (i) violate any law, rule, or regulation, or (j) interfere with any third party's ability to use or enjoy, or our ability to provide, the Services or Site.
- d. Privacy Policy. Production Club's Privacy Policy (which describes how we collect, use and disclose your data and your consent to such collection, use, and disclosure) is incorporated into and is a part of these Terms.

2. INTELLECTUAL PROPERTY; THIRD-PARTY CONTENT AND SERVICES

- a. Intellectual Property Rights. All content on the Site, or otherwise made available via the Site, including the text, notes, graphics, photos, sounds, music, videos, interactivities and the like ("Content"), the trademarks, service marks and logos contained therein ("Marks"), the design of the Site and/or Services ("Site Design"), and all software and other technology used to provide the Site and/or Services ("Technology"), are owned by or licensed to Production Club and/or its affiliates. Content is provided to you "as is" for your information and personal use only and may not be used, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever. We reserve all rights not expressly granted in and to the Site, Content, Marks, Site Design and Technology. Using the Site and/or Services does not give you any ownership of or right in or to any Content, Marks, Site Design or Technology.
- b. Third-Party Content. The Site may contain information and content provided by third parties. We have no obligation to monitor, we do not endorse, and we are not liable for any third-party content. In addition, the Site may contain links to third-party websites. Production Club is not responsible for the content on any linked site or any link contained in a linked site. We do not endorse or accept any responsibility for the content on such third-party sites.
- c. Third-Party Services. Third parties may offer their services directly to you through the Site. In such case, you may be required to agree to the third party's terms of service and/or privacy policy to use the service. Production Club will not be liable in any way for the acts or omissions of such third party, the terms of service or privacy policy of the third party or its failure to adhere to its terms of service or privacy policy, or any loss, damages, liability or expenses (including attorneys' fees) that you may incur arising from or related to such third party's services or products.

3. WARRANTIES; DISCLAIMER; LIMITATION OF LIABILITY; NOTICE TO NEW JERSEY RESIDENTS

- a. NO WARRANTIES. THE SITE AND SERVICES ARE PROVIDED “AS AVAILABLE” AND “AS IS” TO THE FULLEST EXTENT PERMITTED BY LAW, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND. PRODUCTION CLUB DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. PRODUCTION CLUB DOES NOT WARRANT THAT ANY SERVICES DEFECT-FREE, CONFORM WITH WRITTEN OR ORAL SPECIFICATIONS, GUARANTEES, REPRESENTATIONS, WARRANTIES OR PROMISES. THIS PROVISION IS NOT INTENDED TO DISCLAIM LIABILITY THAT WE MAY NOT DISCLAIM UNDER APPLICABLE LAW.
- b. USE OF SITE IS AT YOUR OWN RISK. PRODUCTION CLUB DOES NOT REPRESENT OR WARRANT THAT THE SITE, SERVICES OR EMAILS SENT TO YOU WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, FREE OF VIRUSES OR OTHER HARMFUL CODE, OR THAT ALL INFORMATION WILL BE ACCURATE OR COMPLETE. YOU AGREE THAT YOUR USE OF THE SITE SHALL BE AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR HARDWARE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF MATERIAL OR DATA. PRODUCTION CLUB MAKES NO REPRESENTATION, WARRANTY, GUARANTEE OR PROMISE THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY PARTICULAR RESULTS. PRODUCTION CLUB WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CONTENT OR SERVICES ON THE SITE, ANY LINKS TO THIRD-PARTY WEBSITES OR ANY THIRD-PARTY WEBSITES. PRODUCTION CLUB MAKES ALL DISCLAIMERS IN THIS PARAGRAPH ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS.
- c. NO RESPONSIBILITY FOR THIRD-PARTY MATERIALS. PRODUCTION CLUB DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY WEBSITE FEATURED OR LINKED TO THROUGH THE SITE, AND PRODUCTION CLUB WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF SERVICES. PRODUCTION CLUB WILL NOT BE LIABLE FOR THE OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. YOU VOLUNTARILY ASSUME THE RISK OF HARM OR DAMAGE FROM THE FOREGOING. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND TO THE FULLEST EXTENT PERMITTED BY LAW.
- d. NO CONSEQUENTIAL DAMAGES. IN NO EVENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WILL PRODUCTION CLUB, ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES (COLLECTIVELY “PRODUCTION CLUB” FOR PURPOSES OF THIS SECTION) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM THE PERFORMANCE, USE OF OR THE INABILITY TO USE THE SITE OR SERVICES, EVEN IF PRODUCTION CLUB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF STATUTE OR OTHERWISE. PRODUCTION CLUB WILL NOT BE LIABLE FOR THE COST OF LOSS OF REVENUE, OR LOSS OF GOOD WILL.

- e. OUR LIABILITY IS LIMITED. IN ANY EVENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR AGGREGATE LIABILITY WILL NOT EXCEED \$99.99. THIS PROVISION IS NOT INTENDED TO EXCLUDE LIABILITY THAT PRODUCTION CLUB MAY NOT EXCLUDE UNDER APPLICABLE LAW.

4. INDEMNITY

You agree to defend, indemnify and hold harmless Production Club, its affiliates and their respective directors, officers, employees and agents (the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities and expenses (including attorneys' fees) incurred in connection with any third-party claim brought or asserted against any of the Indemnified Parties: (a) alleging facts or circumstances that would, if true, constitute a violation of any provision of these Terms by you or (b) arising from or related to our use of your User Content in the context of the Services. You may not settle any such claim without our express written consent. This defense and indemnification obligation is intended to extend to the fullest extent permitted by applicable law and will survive these Terms and your use of the Site.

5. TERMINATION; SURVIVAL

- a. Term. These Terms are effective unless and until terminated by you or us. We may, in our sole and absolute discretion and without any liability, modify, suspend or discontinue any aspect of the Site, temporarily or permanently, at any time and without prior notice.
- b. Modification and Termination of Site and Services. We may modify or terminate the Site or the Services, your access to the Services, in part or as a whole, at any time, for any or no reason, and without notice or liability to you.
- c. Suspension or Termination. We may deny you access to all or part of the Site at any time for any reason (including if you violate these Terms, as determined in our sole and absolute discretion) or no reason at all. If we terminate for no reason your right to access the Site, we will fulfill our obligations to you outstanding at the time of termination.
- d. Effect of Termination. If we terminate your right to access the Site, these Terms will terminate and all rights you have to access the Site will immediately terminate. The following provisions will survive termination: 1(c), 1(d), 2 through 7.

6. GOVERNING LAW/DISPUTE RESOLUTION/ARBITRATION

- a. All matters relating to the Site and Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).
- b. By using the website you agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this

agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before a single neutral arbitrator. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures. The parties to arbitration may use legal counsel at their own expense. All costs of arbitration (including arbitrator fees) shall be paid by Production Club, except only that if you bring the arbitration, you may be charged an initial filing fee that shall not exceed the filing fees that you would incur for bringing an action in court. Without limiting the generality of the foregoing, in the event that any party seeks injunctive or equitable relief with respect to any actual or threatened breach of these Terms, or with respect to public injunctive relief, such party may seek relief in a court of competent jurisdiction. Notwithstanding anything else in these Terms or the JAMS rules, any parties subject to this arbitration provision shall be barred from bringing or participating in any Class Action (as defined below) related to a dispute covered by this arbitration provision. Notwithstanding anything else in these Terms or the JAMS rules, it is agreed that the arbitrator is specifically denied the authority to consider or certify any Class Action under these Terms. However, if these Class Action restrictions are ever deemed illegal or unenforceable, they shall be severed from this arbitration provision. In that event, any Class Action shall be exempted from this arbitration provision and brought in court of competent jurisdiction, in connection therewith and each of the parties consent to the sole and exclusive jurisdiction of the state and federal courts of the State of California, County of Los Angeles, Central District. For purposes of these Terms, the term "Class Action" shall mean claims brought on behalf of or allegedly representing or including other persons or entities, including but not limited to any class, consolidated, representative, collective or private attorney general action. This arbitration provision is subject to the Federal Arbitration Act, and may be enforced in any court of competent jurisdiction. WAIVER. BY AGREEING TO THESE TERMS AND SUBJECT THERETO, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED ABOVE) OR TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES.

- c. STATUTE OF LIMITATIONS. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SITE, SERVICES, OR THE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES OR IT WILL BE FOREVER BARRED. THIS PROVISION DOES NOT APPLY TO RESIDENTS OF THE STATE OF NEW JERSEY.

7. GENERAL TERMS

- a. Force Majeure. Under no circumstances shall Production Club or its licensor or supplier be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control.
- b. No Waiver; Severability. No waiver of any term of these Terms will be binding unless in writing, no waiver of any term of these Terms will be deemed a further or continuing waiver of such term or any other term, and the failure of Production Club to exercise or

enforce any right or remedy in these Terms does not waive that right or remedy. The provisions of these Terms are intended to extend only to the fullest extent permitted by applicable law. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these Terms to be invalid, the parties agree that the court should endeavor to give effect, to the maximum extent permitted by law, to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect.

- c. **Miscellaneous.** These Terms (and all policies, terms and conditions referenced herein) constitute the entire agreement between you and Production Club and govern your use of the Site and Services provided by Production Club, and supersede any prior agreements between you and Production Club on the subject matters. You also may be subject to additional terms that may apply when you use certain Production Club services or third-party content, links or websites. These Terms, and any rights or licenses granted hereunder, may not be assigned or delegated by you. These Terms, and any rights or licenses granted hereunder, may be assigned or delegated by Production Club without restriction. These Terms bind and inure to the benefit of each party and the party's successors and permitted assigns. These Terms may not be modified by an oral statement by a representative of Production Club. A party's failure or delay in exercising any right, power or privilege under these Terms will not waive its rights to exercise such right, power, or privilege in the future, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege under these Terms. No agency, partnership, joint venture or employee-employer relationship is intended or created by these Terms. You agree to comply with all applicable laws in your use of the Site and Services. You agree that any agreements made by and between you and us in electronic form are as legally binding as if made in physical written form. These Terms will not be construed against the drafter. "Include(s)" or "including" means, respectively, "include(s), without limitation," or "including, without limitation," unless expressly stated otherwise. If you are using the Site or Services for or on behalf of the U.S. or any other government, your license rights do not exceed those granted to non-government consumers.
- d. **Use Outside the United States of America.** The Site is controlled and offered by Production Club from the United States of America. Production Club makes no representations that the Site is appropriate for use in other locations. Those who access or use the Site from other locations do so at their own risk and are responsible for compliance with local law. You consent to the processing in the United States of America of information you provide to us.
- e. **Notices and Electronic Communications.** You hereby consent to receiving and transacting with us by electronic means. We may deliver notice to you by e-mail, posting a notice on the Site or any other method we choose, and such notice will be effective on dispatch. If you give notice to us, it will be effective when received and you must use the following physical or email address: Production Club, Attn: Data Protection Manager, 1726 N. Spring St, Unit 1, Los Angeles, CA 90012 or privacy@productionclub.net.