

WEBSITE TERMS OF USE

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Site Security. You are prohibited from violating, or attempting to violate, the security of this Site. Any such violations may result in criminal and/or civil penalties against you. Script2Screen, LLC will investigate any alleged or suspected violations and if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations. We may immediately terminate your use of this site if you fail to comply with any provision of these terms.

Other Prohibited Activities. In using this Site, you must also not:

- Send or otherwise transmit to or through this Site any unlawful, infringing, harmful, harassing, or otherwise objectionable material of any kind;
- Violate any applicable laws or regulations; or
- Assist or permit any persons in engaging in any of the activities described above.

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You may not access or use any Script2Screen services, content or software in violation of United States export control and economic sanctions requirements. By acquiring services, content or software through Script2Screen, you represent and warrant that your access to and use of the services, content or software will comply with those requirements.

User-Submitted Information. You must exercise caution, good sense and sound judgment in using this Site. You are responsible for any material you transmit to or through the Site or to us through email. You agree, represent and warrant that any information you transmit to or through the Site or to us through email is truthful, accurate, not misleading and offered in good faith, and that you have the right to transmit such information. Certain information submitted by you, or otherwise collected from you, is subject to Script2Screen, LLC's privacy policy, available on this Site.

User Generated Content. Script2Screen may allow you to communicate, submit, upload or otherwise make available text, images, audio, video, competition entries or other content ("User Generated Content"), which may be accessible and viewable by the public. Access to these features may be subject to age restrictions. You may not submit or upload User Generated Content that is defamatory, harassing, threatening, bigoted, hateful, violent, vulgar, obscene, pornographic, or otherwise offensive or that harms or can reasonably be expected to harm any person or entity, whether or not such material is protected by law.

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other websites or for any viruses or other damaging elements encountered in linking to a third-party website. In addition, providing links to these websites should not be interpreted as endorsement or approval by Script2Screen, LLC of the organizations sponsoring such third-party websites or their products or services. These Terms do not apply to any other website and are for convenience only. If you use these links, you will leave this Site.

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Monitoring. Script2Screen, LLC shall have the right, but not the obligation, to monitor, screen, post, remove, modify, store and review content or communications sent through Script2Screen at any time and for any reason, including to ensure that the User Generated Content or communication conforms to these terms to determine compliance with these Terms and any other operating rules established by Script2Screen, LLC. We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations posted or sent by users. Script2Screen, LLC shall have the right in its sole discretion to edit, refuse to post, or remove any material submitted to or posted on this website. Without limiting the foregoing, Script2Screen, LLC shall have the right to remove any material that Script2Screen, LLC, in its sole discretion, finds to be in violation of the provisions hereof, otherwise objectionable, or stale. Notwithstanding this right of Script2Screen, LLC, users shall remain solely responsible for the content of their messages. Each user acknowledges and agrees that neither Script2Screen, LLC nor any third party content provider shall assume or have any liability for any action or inaction by Script2Screen, LLC or any third party content provider with respect to any conduct, communication or posting on this website.

Accounts. Script2Screen, LLC requires you to create an account to participate or to secure additional benefits. You agree to provide and maintain accurate, current and complete information, including your contact information for notices and other communications from us and your payment information. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name or likeness, or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of the information you provide, including contact information for a parent or guardian.

Password and Security. You are responsible for taking reasonable steps to maintain the confidentiality of your username and password, and you are responsible for all activities under your account that you can reasonably control. You agree to promptly notify us of any unauthorized use of your username, password or other account information, or of any breach of security that you become aware of involving your account or Script2Screen.

Termination. Script2Screen, LLC may terminate your use of this Site or our mailing list, or any of our other services at any time and for any reason without notice for conduct violating these Terms. Upon any such termination, you must destroy all materials obtained from this Site and all copies thereof. The provisions of these Terms concerning Site security, prohibited activities, copyrights, trademarks, user submissions, disclaimer, limitation of liability, indemnity, and jurisdictional issues shall survive any such termination.

Disclaimer of Warranty

(a) This Site is provided on an "as is" basis without warranties of any kind. To the fullest extent permissible pursuant to applicable law, Script2Screen, LLC disclaims all representations and warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Script2Screen, LLC does not warrant that this Site or the server that makes it available are free of viruses or other harmful components. Script2Screen, LLC does not make any representations or warranties regarding the use or the results of the use of the materials in this Site. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

(b) Each user expressly agrees that use of this Site is at his or her sole risk. Neither Script2Screen, LLC, nor any of its respective affiliates, employees, agents, third-party content providers, technical providers, or licensors, if any ("Companies") warrant that this website will be uninterrupted or error free, nor do they make any warranty as to the results that may be obtained from use of this website or as to the accuracy, reliability, or content of any information, service, or merchandise provided through Script2Screen, LLC or its content providers.

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Binding Arbitration and Class Action Waiver. You and Script2Screen LLC agree to arbitrate all disputes between you and Script2Screen LLC or its affiliates, except disputes relating to the enforcement of Script2Screen LLC or its affiliates' intellectual property rights. "Dispute" includes any dispute, action or other controversy between you and us concerning the Script2Screen Services or these terms, whether in contract, tort, warranty, statute or regulation, or other legal or equitable basis. You and Script2Screen LLC empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these terms or formation of this contract, including the arbitrability of any dispute and any claim that all or any part of these terms are void or voidable.

In the event of a dispute, you or Script2Screen LLC must send to the other party a notice of dispute, which is a written statement that sets forth the name, address and contact information of the party giving the notice, the facts giving rise to the dispute and the relief requested. You must send any notice of dispute to Script2Screen LLC, 1559 Hascall Drive, Marietta, GA 30064, USA, Attention: Legal/Arbitration Notice. We will send any notice of dispute to you at the contact information we have for you. You and Script2Screen LLC will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After sixty (60) days, you or we may commence arbitration. You may also litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not you negotiated informally first.

If you and Script2Screen LLC do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be settled by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the U.S. Federal Arbitration Act. **YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY.** Arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and its Supplementary Procedures for Consumer Related Disputes. For more information, visit www.adr.org or, in the United States, call 800-778-7879. Arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator may award damages to you individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy your individual claim.

Unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose, Script2Screen LLC will pay all filing, AAA, and arbitrator's fees and expenses. If the arbitrator issues you an award that is greater than the value of our last written settlement offer made before an arbitrator was selected (or if we did not make a settlement offer before an arbitrator was selected), then we will pay you the amount of the award or US \$100, whichever is greater, and pay your attorney, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that you or your attorney reasonably accrue for investigating, preparing and pursuing your claim in arbitration. We waive any right to seek an award of attorneys' fees and expenses in connection with any non-frivolous arbitration between you and us.

If you are a resident of the United States, arbitration will take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in Atlanta, GA, United States of America, and you and Script2Screen LLC agree to submit to the personal jurisdiction of the federal or state courts located there, in order to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ON AN INDIVIDUAL BASIS. Neither you nor Script2Screen LLC will seek to have a dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitration or proceeding. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.

Choice of Forum

You agree that any action at law or in equity arising out of or relating to these terms or the Script2Screen services that is not subject to arbitration shall be filed, and that venue properly lies, only in the state or federal courts located in Atlanta, GA, United States of America and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action.

Choice of Law

These terms are governed by and construed in accordance with the laws of the State of Georgia and the laws of the United States, without giving effect to any conflict of law principles.

Severability

If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

Survival

The provisions of these terms which by their nature should survive the termination of these terms shall survive such termination.

Waiver

No waiver of any provision of these terms by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms shall not constitute a waiver of such right or provision.

Limitation of Liability

(a) The disclaimers of liability contained herein apply to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of records or material, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. Each user specifically acknowledges that Script2Screen, LLC is not liable for the defamatory, offensive or illegal conduct of third parties; including other users and that the risk of injury from the foregoing rests entirely with each user.

(b) In no event will Script2Screen, LLC or the Companies or any person or entity involved in creating, producing, or distributing this Site be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use this Site or the materials on it or out of the breach of any warranty, even if Script2Screen, LLC or an authorized representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above exclusion may not apply to you.

(c) Script2Screen, LLC neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, or statement on this website, nor for any offensive, defamatory, or obscene posting made on the service by anyone. Under no circumstances will Script2Screen, LLC be liable for any loss or damage caused by a user's reliance on information obtained through the content and/or any postings on this website. It is the responsibility of each user to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, or other content available through and from this website.

(d) Each user specifically acknowledges that in no event will Script2Screen, LLC or the Companies, nor any of their respective employees or agents be liable for any direct, indirect, incidental, special, or consequential damages arising out of (i) the use by such user of any browser owned or operated by any party and/or (ii) the downloading of any software owned or operated by any third-party in connection with the service.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE HUNDRED U.S. DOLLARS (US \$100).

Indemnity. You agree to indemnify, defend and hold harmless Script2Screen, LLC and the Companies, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of these Terms; or (ii) your activities in connection with this Site.

Use of this Site is also governed by Script2Screen, LLC's privacy policy, available at www.script-2-screen.com and in the footer of this Site.

If you have any questions or complaints regarding these Terms, please submit your questions or complaints via an email to info@script-2-screen.com. We will endeavor to respond to you promptly.

CONTACT INFORMATION

Script2Screen, LLC may collect personal information about users. Any personal information (e.g., name, e-mail address, or otherwise) provided by such users may be used by Script2Screen, LLC or its respective affiliates, employees, agents, third-party content providers, technical providers, or licensors, if any, as they may determine, without any compensation or consideration to the user. Further, by a user submitting content to Script2Screen, LLC, which may include the user name, photos, text, or otherwise, such user grants Script2Screen, LLC the right to review and

categorize such content. If Script2Screen, LLC desires to utilize the user's content, the user will be notified via email, telephone or regular mail of its desire and a formal agreement will be negotiated.

OTHER INFORMATION

We may retain any data you provide to us in an email or other inquiry, for the purpose of tracking the types of questions that we receive.

Please see our Privacy Policy for more information regarding the treatment of information provided or collected, information made available to third-party sites or platforms on the sites where this terms of use is posted.