

TERMS OF USE

Updated: March 12, 2018

PLEASE READ THESE TERMS OF USE (“Terms,” “Terms of Use,” or “Agreement”) CAREFULLY—THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, AND INCLUDE WAIVERS OF RIGHTS, LIMITATIONS OF LIABILITY, AND YOUR INDEMNITY TO US. THESE TERMS ALSO REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, WAIVING YOUR RIGHT TO A JURY TRIAL AND CLASS ACTION RELIEF.

Welcome and thank you for using a service provided by Streetwise Entertainment Inc. or its affiliates and subsidiaries (“we,” “us,” or “our”). These Terms of Use are a legally binding agreement between you and Streetwise Entertainment and govern your use of our online, digital, or mobile services, including our websites, software, applications, games, and any of our other products and services in connection with which these Terms of Use are posted or from which they are linked (collectively, the “Service”).

Certain aspects of the Service may be subject to additional terms and conditions, which may include, among other things, particularized age requirements, codes of conduct, sweepstakes and contest rules, and payment or subscription terms (collectively, “Additional Terms”). When Additional Terms are made available in connection with any aspect of the Service, those Additional Terms also apply to your use of that aspect of the Service and control in the event of a conflict with these Terms.

By accessing or using the Service, you agree to be bound by these Terms and any applicable Additional Terms (which are incorporated herein by reference) and consent to our collection and use of your information as described in our Privacy Policy. If you do not wish to be bound by these Terms or Additional Terms, do not access or use the Service.

1. Changes to these Terms

2. We reserve the right, in our sole discretion, to modify these Terms (including applicable Additional Terms) from time to time. You agree that we may notify you of modified terms or policies by posting them on the Service, and agree that your continued use of the Service after such notice constitutes your agreement to the modified terms, which will govern your ongoing use of the Service. Thus, you should review the posted Terms of Use and applicable Additional Terms each time you use the Service. Any modifications to these Terms will supersede the prior version for all activity occurring after the revised version has been made available.

3. Your Representations

4. By accessing, previewing, or otherwise using the Service in any manner, you represent and warrant that you have sufficient legal capacity to enter into this Agreement or, if you lack such capacity (for instance, if you are a minor), that you have obtained parental or

guardian consent to do so. You represent and warrant that you have read, understand, and agree to abide by these Terms and any applicable Additional Terms, and that you have read, understand, and agree to the data collection and use practices set forth in our Privacy Policy.

5. The Streetwise Entertainment Service

6. Streetwise Entertainment grants you a limited, non-exclusive, non-sublicensable, non-transferable, and fully revocable license to access, view, and use the Service for your personal, non-commercial use solely as provided by these Terms and as expressly permitted by the features and functionality of the Service, subject to your complete compliance with these Terms of Use and all applicable Additional Terms. The Service may allow you to view, preview, select, stream, and access certain content, including video, audio, graphics, photos, and text (collectively, "Content"). Such use may be limited (for example, to supported devices or by number of simultaneous streams per account; by geographic region; by time window; by subscription level; or otherwise, and access will require your use of an approved device with sufficient connectivity).
7. The Service and Content are protected by copyrights, trademarks, service marks, or other intellectual property rights that are owned by Streetwise Entertainment or its licensors. Streetwise Entertainment respects the intellectual property rights of others and asks that you do the same. Any unauthorized use of Content or any other aspect of the Service, or any portion thereof, will constitute a violation of copyright or other intellectual property rights, and Streetwise Entertainment reserves the right to fully prosecute such violations and enforce its rights to the fullest extent of the law, including seeking both civil and criminal penalties. Violation of this Agreement in any manner automatically terminates the license granted to you herein and obligates you to cease all use of the Service and Content. Any authorization to copy material granted by Streetwise Entertainment in any part of the Service for any reason is restricted to viewing a single copy for non-commercial, personal, entertainment use only, unless otherwise specified, and is subject to your keeping intact all copyright, trademark, and other proprietary notices.
8. Except as expressly provided herein, Streetwise Entertainment does not grant you any other express or implied right or license in or to the Service or Content and all right, title, and interest that Streetwise Entertainment has in the Service and Content are retained by Streetwise Entertainment, including the right to modify, discontinue, or temporarily suspend any or all of the Service at any time, with or without notice.
9. No aspect of the Service constitutes legal, financial, medical, or other category of professional advice.

10. User Accounts

A. *Account Creation*

- B. You may be required or permitted to create user accounts (each an "Account") in order to access or use certain aspects of the Service. If you open an Account or otherwise access the Service on behalf of a company, organization, or other

entity (a “Business User”), then you represent and warrant that you have the authority to also bind the Business User to these Terms, and hereby do so, and both you and the Business User will be responsible for any breach of this Agreement. You acknowledge and agree that you have no ownership or other proprietary interest in any Account. You agree that all of the details you provide in connection with your Account are about yourself or an applicable Business User and not about another individual or entity (whether real or fictitious), and that such details will be maintained by you as correct, current, and complete.

C. *Investigations, Suspensions, and Termination*

D. You agree that Streetwise Entertainment has the right, in our sole discretion, to investigate any actual or suspected violation of these Terms and to suspend or terminate your Account and refuse you access to your Account, the Service, or the Content (or any portion thereof) for any reason, including if Streetwise Entertainment believes the information you provide is not correct, current, or complete, or that you have otherwise violated this Agreement or any applicable law. You agree that Streetwise Entertainment may report your conduct, activity, or identity to law enforcement or other appropriate authorities, take appropriate legal action against you, respond to subpoenas or other requests for information regarding your Account or use of the Service, or otherwise take action to protect our rights and the rights of any third party. BY ACCEPTING THESE TERMS, YOU WAIVE ANY CLAIMS RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY ACTION TAKEN BY STREETWISE ENTERTAINMENT DURING OR AS A RESULT OF THESE INVESTIGATIONS.

E. *Account Security*

F. You may not use anyone else’s Account at any time and you may not allow anyone else to use your Account at any time. You are responsible for all activity occurring under your Account, including all activities or transactions conducted through the use of your Account. You are responsible for maintaining the confidentiality of your Account username and password, and agree not to disclose your username and password to anyone. You agree not to transfer, resell, or otherwise convey your Account or the right to use your Account to anyone. You agree that Streetwise Entertainment will not be liable for any loss you may incur as a result of someone else using your Account, either with or without your knowledge. You also agree that any information you provide is offered at your own risk, and that Streetwise Entertainment cannot guarantee its protection from unauthorized access. If you have reason to believe that your Account is no longer secure, you must: (i) promptly change your password; and (ii) immediately notify us of the problem through our Customer Service contact page. Streetwise Entertainment may require you to change your Account username and password.

11. Mobile Devices

A. *Wireless Charges*

B. You are solely responsible for all charges from your wireless provider including any data and messaging fees that you may incur if you use mobile devices to interact with the Service or to receive communications from Streetwise Entertainment.

C. *Mobile Software*

D. Streetwise Entertainment may make certain mobile software applications (“Apps”) available for download in connection with the Service. You may only use Apps on approved devices, for personal use. You are not permitted to modify, transfer, or distribute any Apps. Streetwise Entertainment does not guarantee that the Apps will be compatible with your device. Streetwise Entertainment may choose to make available updates, bug fixes, or other changes or enhancements to the Apps from time to time; such updates may be automatic, at your election, or mandatory if you wish to continue using the Apps, at Streetwise Entertainment’s discretion. You may not use or otherwise export or re-export the Apps, or any other software provided as part of the Service, except as authorized by United States law and the laws of the jurisdiction in which the software was obtained. In particular, but without limitation, neither the Apps, nor any other software, may be exported or re-exported into any U.S. embargoed countries or to any persons listed as prohibited under applicable law or regulation. If you download or use any software, you represent and warrant that you (i) are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) are not listed on any U.S. Government list of prohibited or restricted parties.

E. *iTunes App Store*

F. The additional terms in this Section 5.C apply only to your use of Apps downloaded through Apple Inc.’s (“Apple”) iTunes App Store (“iTunes Apps”). You agree that this Agreement is solely between you and Streetwise Entertainment, not Apple, and that Apple is not responsible for iTunes Apps or their content. Apple has no obligation whatsoever to furnish any maintenance or support services in connection with iTunes Apps. You will not involve Apple in any claims relating to your use of iTunes Apps, or in any third-party claims alleging infringement of intellectual property rights by the iTunes Apps. You agree to comply with all third-party agreements in connection with your use of iTunes Apps (for example, your wireless provider agreement). Finally, you agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of the Agreement solely for the purpose of enforcing the applicable Terms against you in connection with your use of iTunes Apps.

12. Paid Services

13. Certain aspects of the Service may require payments. If you use those aspects of the Service, you agree to the applicable pricing and payment terms. Such terms will be displayed in connection with that aspect of the Service requiring payment. Streetwise Entertainment may update pricing and payment terms at any time and in its sole

discretion, with any changes to subscription fees taking effect upon the conclusion of your current subscription term unless otherwise specified. The transaction is with the specific Streetwise Entertainment entity identified by the aspect of the Service used to make the purchase.

14. All payment transactions are administered by a third-party payment processor or third-party store (for example, Google Play). Streetwise Entertainment expressly disclaims any liability for the processing of any transactions by a third party, including any errors in invoicing or payment processing or any breach in security with respect to your payment information associated with the third-party's handling of the transaction. Streetwise Entertainment is not responsible or liable to you for any credit card, bank-related, or other financial service charges and fees related to your transactions. You represent and warrant that all payment information you provide is correct, current, and complete. You agree to pay all applicable charges (including any applicable taxes) billed to your chosen payment method. We reserve the right to refuse or cancel transactions, including due to pricing or other typographical errors.
15. All purchases are final and **no refunds are available** unless otherwise specified in applicable Additional Terms, including where your account is terminated or suspended preventing your access to paid aspects of the Service, such as any remaining subscription terms. Subscriptions have no monetary value and are purchases of only a limited, personal, non-transferrable, non-exclusive, non-sublicensable, non-assignable, and fully revocable license to access the applicable portion of the Service. Unless otherwise specified (at initial sign-up or subsequently), **subscriptions may renew automatically** for up to the initial subscription term at a rate not exceeding the rate for the prior subscription period. If you sign up for a free trial subscription (if available), you will be automatically billed at the then-current rate at the conclusion of the free trial. You may cancel any automatically renewing subscription by using that aspect of the Service you used to set up your subscription, unless another cancellation method is specified in applicable Additional Terms.
16. The name and contact information of the service provider is set forth herein in conformance with Cal. Civ. Code § 1789.3. If you are a California resident, you may report any complaints to the Consumer Information Division of the California Department of Consumer Affairs at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone [at \(800\) 952-5210](tel:8009525210).

17. Virtual Items

18. The Service may feature fictional credits, items, rewards, points, currency, or the like (collectively, "Virtual Items"). The Virtual Items may be used exclusively within the Service. You receive only a limited, personal, non-transferrable, non-exclusive, non-sublicensable, non-assignable, and fully revocable license to use the Virtual Items in connection with the Service and as governed by these Terms. You have no right, title, interest, or ownership in or to any Virtual Items. Virtual Items have no monetary value and are not redeemable for any sum of money. You will receive no compensation for any Virtual Items that are deleted, modified, or to which you lose access if your Account is

terminated, suspended, or otherwise limited. Streetwise Entertainment has the absolute right to manage, regulate, control, modify, or eliminate Virtual Items as we see fit in our sole discretion, and Streetwise Entertainment will have no liability to you or anyone else for the exercise of such rights. For example, Virtual Items may be immediately lost, deleted from your Account, or otherwise forfeited if your Account is terminated or closed for any reason or when Streetwise Entertainment discontinues, modifies, or updates an applicable aspect of the Service (for example, discontinuing a game featuring Virtual Items).

19. All purchases of licenses to Virtual Items are final and governed by the terms of Section 6 (Paid Services); by indicating your desire to purchase a license to any Virtual Items through the Service, including by clicking or tapping the relevant purchase button, you confirm that you want said items credited to your Account and in so doing you lose any cancellation rights you may have under applicable laws.
20. Any unauthorized transferring, trading, selling or exchanging of any Virtual Items to anyone, including other users of the Service, is strictly prohibited. Streetwise
21. Entertainment may take action it deems appropriate in response, including deletion of the Virtual Items or termination or suspension of any Account involved. You acknowledge and agree that Streetwise Entertainment will have no liability for the use or loss of Virtual Items for any reason, including due to any unauthorized third-party activity, such as hacking, phishing, password mining, social engineering, or any other unauthorized activity. Streetwise Entertainment may replace such lost Virtual Items under certain circumstances, in our sole discretion and on a case-by-case basis, without incurring any obligation or liability. If Streetwise Entertainment revokes your license to Virtual Items, Streetwise Entertainment will not have any liability to you for any time or money spent by you on Virtual Items, any Virtual Items associated with your Account, or for any other reason whatsoever.

22. Third-Party Services

23. The Service may link to, integrate with, or incorporate third party content, sites, services, or platforms, including advertisers, online merchants, and social networks (collectively, "Third Party Services"). Streetwise Entertainment does not endorse and is not responsible for Third Party Services, whether in terms of their correctness, accuracy, validity, propriety, reliability, legality, security, or otherwise, and Streetwise Entertainment disclaims all liability in connection therewith. References to Third Party Services do not imply endorsement of any Third Party Services by Streetwise Entertainment or any association with its operators. Your dealings with Third Party Services are solely between you and the applicable Third Party Services. To learn more about Third Party Services, consult the Third Party Services' respective terms of use and privacy policies.

24. User Content

25. From time to time, certain aspects of the Service may invite or otherwise allow you to submit or post a variety of content to the Service, such as text (including comments and reviews), images, videos, music, and other information, either directly to the Service or through a Third Party Service (collectively, "User Content"). Your User Content remains

your own, unless as otherwise may be provided in Additional Terms. Please be aware, however, that User Content is not confidential and may be accessible by other users and the public. Moreover, by submitting or posting User Content to the Service (either directly or through a Third Party Service) you grant Streetwise Entertainment a royalty-free, perpetual, irrevocable, non-exclusive, sublicensable, assignable, unrestricted, worldwide license to use the User Content, together with all consents or waivers including a waiver of moral rights in favor of Streetwise Entertainment (if any) necessary to reproduce, distribute, publicly perform, publicly display, transmit, communicate to the public, modify and make derivative works of the User Content, by any means and in all media formats and channels now known or hereafter devised in perpetuity, and to advertise and promote such use, without further notice to, or permission from, you or any other person, and without compensation or reference to you or any other person.

26. Please retain copies of all User Content as Streetwise Entertainment is under no obligation to store or return any User Content to you. Your submission of User Content will not be subject to any obligation of confidentiality, attribution, or otherwise. You are solely responsible for your User Content. Streetwise Entertainment only acts as a passive conduit for User Content, and will not be liable for any use, disclosure, or exposure of any User Content, including possibly objectionable or offensive User Content, to you, any other user, or any third party. Streetwise Entertainment is under no obligation to monitor User Content or use of the Service. However, Streetwise Entertainment has the right to monitor or moderate User Content, in our sole discretion, and to enforce our or a third party's intellectual property rights in any User Content. Streetwise Entertainment reserves the right to discard or remove User Content from the Service in its sole discretion and without any liability whatsoever.
27. You represent and warrant the following as to your User Content:
- A. You have obtained the written consent of every identifiable individual featured in your User Content (or, in the case of minors, consent of the minor's parent or guardian) to use that person's name, voice, and/or likeness (as applicable) in connection with the Service and pursuant to these Terms.
 - B. Your User Content does not infringe, violate, or misappropriate any third-party intellectual property rights, including copyrights, trade secrets, or trademarks.
 - C. Your User Content, as used in connection with the Service, will not violate any applicable laws or regulations or infringe or violate any rights of a third party, including third-party privacy rights.
 - D. Streetwise Entertainment may exercise the rights to your User Content granted herein without any liability, including for payment of royalties, residuals, guild fees, or the like, to you or any third party.

28. Code of Conduct

29. You agree that you will not use the Service to upload, post, or otherwise distribute any User Content that:
- A. constitutes or promotes illegal activity;
 - B. is infringing, libelous, defamatory, abusing, harassing, or threatening;

- C. contains any obscene, pornographic, racist, or otherwise offensive material;
- D. exploits or harms children, directly or indirectly, including by exposing them to inappropriate material or asking them for any personal information;
- E. promotes any commercial activity, including promoting goods or services or soliciting donations, except as may be specifically authorized by applicable Additional Terms;
- F. is subject to confidentiality or non-disclosure obligations;
- G. includes any visible logos or trademarks that belong to third parties;
- H. disguises its source or origin, or misrepresent its author, by modifying metadata or other identifiers; or
- I. links to any third-party sites or services that would violate the standards contained in this list.

30. In using the Service you also agree not to:

- A. attempt to interfere with the operation of the Service in any way;
- B. copy, reproduce, distribute, transfer, sell, license, publish, enter into a database, display, perform publicly, modify, create derivative works of, upload, edit, post, link to, frame, transmit, rent, lease, lend or sublicense, scrape, crawl, or in any way exploit any part of the Service (except: (a) as authorized herein; or (b) in the case of public search engines, which are granted a revocable right to crawl publicly accessible portions of the Service in compliance with instructions posted on applicable “robots.txt” files and without circumventing any technical barriers, for the sole purpose of creating public searchable indexes, but not caches or archives);
- C. use any viruses, worms, bug exploits, or similar data-gathering and extraction tools on the Service, or frame any portion of the Service, or attempt to tamper, hack, corrupt, or impair the administration or security of the Service;
- D. assign, sublicense, pledge or transfer any of your rights or obligations under this Agreement to any person or entity without Streetwise Entertainment’s prior written consent which may be withheld in Streetwise Entertainment’s sole discretion (and any such purported assignment, pledge, or transfer without such prior written consent will be null and void);
- E. use any tools designed to compromise security or digital rights management technology (including password guessing programs, cracking tools, or network probing tools) in connection with the Service;
- F. use the Service for any commercial purposes, including sending “spam” or any malicious or disruptive communications;
- G. decompile, reverse engineer, disassemble, or otherwise reduce the code used in any Apps, other software, or digital rights management feature on the Service into a readable form in order to examine the construction of such software or to copy or create other products based (in whole or in part) on such software or any feature of the Service or piece of Content available on the Service; or

- H. intercept, record, or modify network communications transmitted between any Apps, software, or digital rights management features and Streetwise Entertainment's networks or systems.

31. Unsolicited Submissions and Feedback

32. Please be aware that Streetwise Entertainment does not accept unsolicited submissions of concepts, creative ideas, suggestions, stories, scripts, or other potential creative content ("Unsolicited Submissions"). This is to avoid the possibility of future misunderstanding when projects developed by Streetwise Entertainment staff or representatives might seem to others to be similar to their submitted concepts, creative ideas, suggestions, stories, scripts, or other potential creative content. Therefore, please do not send Streetwise Entertainment any Unsolicited Submissions. In the event you do send us an Unsolicited Submission, you understand and agree that your Unsolicited Submission does not create any fiduciary relationship between you and Streetwise Entertainment and that we are under no obligation to refrain from using the Unsolicited Submission (in whole or in part), to keep it confidential, or to compensate you for our use of it.

33. International Use

34. Streetwise Entertainment makes no representation that every aspect of the Service is appropriate or available for use in any particular jurisdiction. When you choose to access and use the Service, you agree that:
- A. you do so on your own initiative and at your own risk;
 - B. you will not use the Service if you are prohibited from receiving products, services, or software originating from the United States;
 - C. you are responsible for complying with local laws and regulations, if and to the extent local laws and regulations are applicable; and
 - D. you specifically agree to comply with all applicable laws and regulations concerning the transmission of technical data exported from the country in which you reside.
35. If there is a conflict between any of the terms herein and your rights in your place of residence, your rights under applicable law will control as to those specific terms.

36. Disclaimer of Warranties

37. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, STREETWISE ENTERTAINMENT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. STREETWISE ENTERTAINMENT DOES NOT WARRANT THAT THE SERVICE WILL BE AVAILABLE, UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS. STREETWISE ENTERTAINMENT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICE, INFORMATION, SOFTWARE, CONTENT, OR OTHER MATERIALS AVAILABLE THROUGH THE SERVICE OR ANY WEBSITE, APP, PLATFORM, OR SERVICE LINKED TO THE SERVICE, WHETHER IN TERMS OF THEIR CORRECTNESS, ACCURACY, VALIDITY, PROPRIETY, RELIABILITY, LEGALITY, SECURITY, OR OTHERWISE. STREETWISE ENTERTAINMENT MAKES NO WARRANTIES THAT YOUR USE OF THE SERVICE, INFORMATION, SOFTWARE, CONTENT, OR OTHER MATERIALS AVAILABLE THROUGH THE SERVICE OR ANY WEBSITE, APP, OR SERVICE LINKED TO FROM THE SERVICE WILL NOT INFRINGE THE RIGHTS OF OTHERS; AND STREETWISE ENTERTAINMENT ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH SERVICES, INFORMATION, SOFTWARE, CONTENT, OR OTHER MATERIALS AVAILABLE THROUGH THE SERVICE OR ANY OTHER WEBSITE, APP, PLATFORM OR SERVICE LINKED TO THE SERVICE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

38. Limitation of Liability

39. STREETWISE ENTERTAINMENT DOES NOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHERWISE) ARISING FROM YOUR USE OR INABILITY TO USE THE SERVICE. IN NO EVENT WILL STREETWISE ENTERTAINMENT'S AGGREGATE LIABILITY TO YOU IN CONNECTION WITH THE SERVICE OR THESE TERMS EXCEED THE GREATER OF THE AMOUNT (IF ANY) PAID BY YOU TO STREETWISE ENTERTAINMENT IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$100. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION APPLY TO ALL ACTIONS, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF STREETWISE ENTERTAINMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

40. Indemnity

41. You agree to indemnify and hold harmless Streetwise Entertainment and its directors, officers, shareholders, parents, subsidiaries, affiliates, partners, agents, and licensors (collectively, the "Indemnified Parties") from and against all losses, expenses, damages and costs, including reasonable attorney fees and costs, resulting from: (i) your breach of any of the representations, warranties, and agreements made hereunder; (ii) your use of the Service; (iii) your placement or transmission of any User Content onto the Service;

(iv) any use of your Account in violation of this Agreement or your failure to fulfill any obligations incurred through the use of your Account by you or a third party; or (v) your willful misconduct.

42. Dispute Resolution

A. *Informal Resolution*

B. If a dispute arises between you and us, you agree to first provide us with notice of your complaint via email to pr@tacoshop-movie.com so that the parties may attempt to resolve the dispute informally within sixty (60) days from the date your complaint is received.

C. *Applicable Law and Venue*

D. Except as otherwise provided herein, these Terms of Use will be governed by, construed, and enforced in accordance with the laws of the State of California, as they are applied to agreements entered into and to be performed entirely within California, excluding only the California body of laws concerning conflicts of law. Except as provided below, you consent to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California, including for any action seeking to compel arbitration or vacate an arbitral award, and consent to the personal jurisdiction of such courts. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies) will not apply to these Terms and is hereby disclaimed.

E. *Arbitration Agreement*

1. Arbitration
2. With the exception of class actions, small claims court filings, or actions for preliminary injunctive relief (as further discussed below), any other dispute of any kind between you and Streetwise Entertainment arising under this Agreement or in connection with your use of the Service (“Dispute(s)”), if unresolved through the informal process outlined above, will be resolved by binding arbitration in Los Angeles County, California. If you are an individual consumer using the Service primarily for personal reasons such as to view entertainment content (an “Individual Consumer”), as opposed to a Business User or individual accessing the Service for business purposes, and you are located within the United States, you may alternatively select your state of residence as the place of arbitration, but all other actions remain subject to the venue and choice of law provisions in Section 16.B.
3. The arbitrator presiding over a Dispute will be a retired judge or justice of any state or federal court with substantial experience in the subject matter relevant to the matter in dispute and will follow California law, exclusive of conflict or choice of law rules, in adjudicating the dispute.
4. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the

preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement will be governed by the Federal Arbitration Act.

5. The parties agree that the arbitrator presiding over a Dispute will be instructed, whenever practicable, to resolve threshold legal issues by way of motions filed by the parties. The parties also agree that they will follow JAMS' streamlined arbitration rules and procedures then in effect in arbitrating any Dispute, except to the extent that the JAMS rules are inconsistent with this Section 16.C including the class action waiver described below. The JAMS rules are available at www.jamsadr.com.
6. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve all Disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms of Use, including, but not limited to, any claim that all or any part of these Terms of Use is void or voidable, or whether a claim is subject to arbitration. The arbitrator will be empowered to grant whatever relief would be available in a court under law or in equity, other than class relief. The arbitrator's award will be written, and binding, on the parties and may be entered as a judgment in any court of competent jurisdiction. If you are an Individual Consumer, Streetwise Entertainment will pay all arbitration administrative fees and fees for the arbitrator's services, other than the \$250 filing fee required for you to initiate a claim.
7. If you are an Individual Consumer and the claim you wish to assert against us is for less than \$10,000 then, at your election, (i) the arbitration may proceed in-person, by telephone, or by written briefs or (ii) you may in lieu of arbitration bring your claim in small claims court. If either party files a claim in state or federal court that is required by these Terms of Use to have been brought to arbitration, then the other party will be entitled to such party's reasonable attorneys' fees incurred in successfully compelling arbitration.
8. Both parties reserve the right to seek a preliminary injunction or temporary restraining order from a federal or state court located in Los Angeles County, California. However, after such request for relief has been adjudicated by such court, the remainder of the Dispute will be resolved by binding arbitration as set forth herein.
9. Class Action Waiver
10. You and Streetwise Entertainment agree that Disputes will be resolved on an individual basis and that any claims brought under these Terms of Use or in connection with the Service must be brought in the parties' individual capacities, and not as a plaintiff or class member in any putative class, collective, or representative proceeding. The parties further agree that they will not participate in any class action (existing or future) brought by any third party arising under this Agreement or in connection with the

Service. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration hereunder can proceed on a class-wide basis, then such class action is not subject to arbitration and must be litigated in state or federal court in Los Angeles County, California.

11. Opt-Out

12. If you are an Individual Consumer, you may opt-out of this Section 16.C (Arbitration Agreement) within thirty (30) days of first accepting these Terms by fully and accurately completing the Opt Out form, including providing: (i) your full legal name, (ii) your complete mailing address, (iii) your phone number, (iv) if applicable, the username associated with your Account; and (v) the date of your initial use of the Service.

43. General Terms

A. *Force Majeure*

B. Streetwise Entertainment will not have any liability to you by reason of any delay or failure to perform any obligation hereunder if the delay or failure to perform is occasioned by force majeure, which refers to any act of God, storm, fire, casualty, unanticipated work stoppage, power outage, satellite failure, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, Governmental action, or other cause beyond its control.

C. *No Waiver*

D. No failure or delay by Streetwise Entertainment in exercising its rights under this Agreement will constitute a waiver of those rights, nor will any partial assertion of any such rights preclude further assertion of the same.

E. *Severability*

F. If any provision of this Agreement is held unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

G. *Construction*

H. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole; (b) "or" has the inclusive meaning frequently identified with the phrase "and/or;" (c) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation;" and (e) references to "hereunder," "herein," or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation, or agreement, including this Agreement, will be deemed to include such statute, rule, regulation, or agreement as it may be modified, varied, amended, or supplemented from time to time.

I. *Survival*

- J. Any provision herein which by its nature contemplates your continued observance following termination of this Agreement will survive termination of this Agreement.
- K. *Entire Agreement*
- L. This Agreement, including the Privacy Policy and any applicable Additional Terms, is the entire agreement between the parties relating to the matters contained herein.

44. Copyright Agent

45. If you believe that any User Content or other material on the Service infringes your copyright rights, please forward the following information in writing to our Copyright Agent at the address listed below, in conformance with the Digital Millennium Copyright Act of 1998 (“DMCA”):

- A. Your name, address, telephone number, and (if available) email address;
- B. A description of the copyrighted work that you claim has been infringed;
- C. The exact URL or a description of each place where alleged infringing material is located;
- D. A statement by you that you have a good faith belief that the disputed use has not been authorized by you, your agent, or the law;
- E. Your electronic or physical signature or the electronic or physical signature of the person authorized to act on your behalf; and
- F. A statement by you that the information in your notice 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.

46. The above information must be submitted to Streetwise Entertainment’s Copyright Agent at the following address:

47. Streetwise Entertainment Inc.

48. Attention: Copyright Agent

49. 4024 Radford Ave. M-16

50. Studio City, CA 91604

51. Tel: (818) 655-7031

52. Email: rp@streetwise-ent.com

53. If we are notified that any User Content infringes another’s intellectual property rights, we may remove such User Content pursuant to the DMCA. In accordance with the DMCA, we have a repeat infringer policy and reserve the right to terminate your Account for submitting infringing User Content in violation of these Terms once or on a repeated basis.

54. Accessibility

55. We strive to make the content on this website usable by all visitors, including those with disabilities. If you are having difficulty using this website, with or without assistive technology, please contact us at tiffani@streetwise-ent.com. To enable us to respond in

a manner most helpful to you, please indicate the nature of your difficulty using the website, the specific web address (URL link) at issue, and your full contact information, including email address and phone number. Thank you for helping us make your online experience more enjoyable.

56. **Contact Us**

57. You may contact us at the addresses specified herein for specific requests, or contact Customer Service with general inquiries. Please do not send us any Unsolicited Submissions.

58. IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY ALL OF THE FOREGOING TERMS, PLEASE DO NOT ACCESS OR USE THE SERVICE.