

NEW TERMS OF USE

Posted Date: December 20, 2024

Effective Date: December 20, 2024

To download and/or print this Terms of Use (“Terms”), click [here](#).

Introduction

Please read these Terms carefully before using our websites and any online services, software, communications, interactive features or downloads that are owned or operated by **Skydance Productions, LLC** and its parent, subsidiaries, and other affiliates under the control of our corporate parent (“**Skydance**,” “**we**,” “**us**,” or “**our**”) that post a link to these Terms (collectively, the “**Online Services**”). By visiting or otherwise using the Online Services in any manner, you agree to the then posted Terms and any applicable Additional Terms (defined below), to be bound by them, and that you have read and understood them. You also acknowledge our data practices as described in our [Privacy Policy](#). If you are visiting the Online Services from outside of the United States, please also review Section 11.

These Terms affect your legal rights, responsibilities and obligations and govern your use of the Online Services, are legally binding, and, where allowed by law, limit Skydance’s liability to you and require you to indemnify us and to settle certain disputes through individual arbitration. **If you do not wish to be bound by these Terms and any Additional Terms, do not use the Online Services, and uninstall Online Services downloads.**

Additional Terms

In some instances, additional or different terms, posted on the Online Services, apply to your use of certain parts of the Online Services (individually and collectively “**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, these Terms will control unless the Additional Terms expressly state otherwise.

Updates to these Terms and Additional Terms

We may prospectively change these Terms and Additional Terms by posting new, updated, or changed terms on the Online Services as more fully explained in Section 10.

Quick Links

We have summarized some (but not all) of the main topics of these Terms below. The complete provisions, and not the headings or summaries govern.

- **Grants and Limitations of Rights**
 - We only grant you a limited revocable license to use the Online Services subject to rules and limitations. See Section 1 for more details.

- You grant us a broad license to the content you submit. You retain ownership of and responsibility for your content. We have the right to manage our Online Services to keep its content appropriate. See Section 2 for more details.
- Your use of our Online Services is subject to various restrictions designed to protect the Online Services and users. See Section 3 for more details.

- **Limitations on Your Remedies**

As and to the extent permitted by applicable law,

- We also disclaim most warranties and provide the Online Services “As Is”. See Section 8 for more details.
- Our liability is greatly limited. See Section 9 for more details.
- Your equitable or injunctive relief rights are limited. See Section 7 for more details.

- **Dispute Resolution**

- As and to the extent permitted by law, you agree to arbitrate disputes and waive jury trial and class actions. See Section 7 for more details.

- **Availability of Online Services**

- We may change or discontinue our Online Services, or your right to access them, in whole or in part. See Section 3.C. for more details. If you are accessing the Online Services from outside of the United States, please see the additional notices in Section 11.

1. OWNERSHIP AND YOUR RIGHTS TO USE THE ONLINE SERVICES AND CONTENT

A. Ownership. The Online Services and all of its content (“**Content**”), including all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein (“**Intellectual Property**”), are owned or controlled by Skydance, our licensors, and certain other third parties. All right, title, and interest in and to the Content and Intellectual Property available via the Online Services are the property of Skydance, our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other Intellectual Property and unfair competition rights and laws to the fullest extent possible. Skydance owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Online Services.

B. Your Rights to Use the Online Services and Content. Your right to use the Online Services and Content is subject to your strict compliance with these Terms and the Additional Terms. Your right to access and use the Online Services and the Intellectual Property shall automatically terminate upon any violations. These rights are non-exclusive, limited, and revocable by us at any time in our sole discretion without advance notice or liability. As your right to access and use the Online Services and the Content is personal to you, you may not assign nor transfer your right; any attempt to

do so is void. You may, for your personal, non-commercial, lawful use only (collectively, the following are the “**Skydance Licensed Elements**”):

(1) Display, view, use, and play the Content on a computer, mobile or other internet enabled or permitted device (“**Device**”);

(2) Stream the Content as embedded into the widgets and/or other digital streaming internet video players, if any, in the form provided on the Online Services;

(3) Link to the Online Services from a website or other online service, so long as: (a) the links only incorporate text, and do not use any Skydance names, logos, or images, (b) the links and the content on your website do not suggest any affiliation with Skydance or cause any other confusion, and (c) the links and the content on your website do not portray Skydance or its products or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party or are otherwise objectionable to Skydance. Skydance reserves the right to suspend or prohibit linking to the Online Services for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third-party; and

(4) Use any other functionality expressly provided by Skydance on or through the Online Services for use by users, subject to these Terms (including, without limitation, functionality to create and/or post User-Generated Content (as defined below)) and any applicable Additional Terms.

C. Rights of Others. In using the Online Services, you must respect the Intellectual Property and rights of others and Skydance. Your unauthorized use of Content may violate the rights of others and applicable laws, and may result in your civil and criminal liability. If you believe that your work has been infringed via the Online Services, see the Procedure for Alleging Copyright Infringement in Section 4, below.

D. Reservation of all Rights Not Granted as to Content and Online Services. These Terms and any applicable Additional Terms include only narrow, limited grants of rights to use and access the Online Services and content. No other right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY SKYDANCE AND ITS LICENSORS AND OTHER THIRD PARTIES. *Any unauthorized use of any Content or the Online Services for any purpose is prohibited.*

E. Third-Party Services. We are not responsible for third parties or their content, advertisement(s), apps or sites (“**Third-Party Services**”). For instance, portions of the Online Services may be integrated into or linked to third-party sites, platforms and apps that we do not control. Similarly, we may make third-party ads and other Third-party Services, which we also may not control, available to you on or via our Online Services. This may include the ability to register or sign in to our Online Services using Facebook Connect or other third-party tools, and to post content on Third-party Services using their plug-ins made available on our Online Services, or to interact with us through Discord, Facebook, or Instagram. Use caution when dealing with third parties and consult their terms of use and privacy policies.

2. CONTENT YOU SUBMIT

A. Submissions.

You represent that you have the right to and do grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of any material or information you post or submit to us (on or via the Online Services, or by means other than the Service, including without limitation via our social media pages and accounts such as Discord, Facebook, X and LinkedIn) (“**Submissions**”), and derivative works thereof, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same, all without any obligation to you not required by applicable law, or explicit terms of our [Privacy Policy](#) or applicable Additional Terms. To the extent permitted by applicable law, and subject to any explicit terms of our [Privacy Policy](#) and applicable Additional Terms, where so required, you also irrevocably consent to our use and association of your name (and, if part of a Submission, your likeness) in connection with your Submissions and derivatives thereof. To the extent permitted by applicable law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. In addition, we and our successors, assigns and licensees retain all of the rights held by members of the general public with regard to your Submissions. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to contest existing or future Intellectual Property rights relating to your Submissions.

3. ONLINE SERVICES AND CONTENT USE RESTRICTIONS

A. Online Services Use Restrictions. You agree that you will not: (i) use the Online Services for any political or direct or indirect commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other “hidden text” utilizing any Intellectual Property; (iii) engage in any activities through or in connection with the Online Services that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third-party, or are otherwise objectionable to Skydance; (iv) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Online Services by any means whatsoever or modify any Online Services source or object code or any Software or other products, services, or processes accessible through any portion of the Online Services; (v) engage in any activity that interferes with a user’s access to the Online Services or the proper operation of the Online Services, or otherwise causes harm to the Online Services, Skydance, or other users of the Online Services; (vi) interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) of the Online Services or any feature that restricts or enforces limitations on use of or access to the Online Services, the Content, or

the Submissions; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Online Services, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Online Services, other computer systems or networks connected to the Online Services, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms.

B. Content Use Restrictions. You also agree that, in using the Online Services, you: (i) will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Online Services by using any robot, rover, “bot”, spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) will not frame or utilize framing techniques to enclose any such content (including any images, text, or page layout); (iii) will keep intact all trademark, copyright, and other Intellectual Property and other notices contained in such content; (iv) will not use such content in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands; (v) will not make any modifications to such content (other than to the extent of your specifically permitted use of the Skydance Licensed Elements, if applicable); (vi) will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third-party or on any third-party application or website, or otherwise use or exploit such content in any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of Skydance or, in the case of content from a licensor, the owner of the content; and (vii) will not insert any code or product to manipulate such content in any way that adversely affects any user experience or the Online Services.

C. Availability of Online Services and Content. Skydance may immediately suspend or terminate the availability of the Online Services and/or Content (and any elements and features of them), in whole or in part, for any reason, in Skydance’s sole discretion, and without advance notice or liability.

4. PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT

If you are a copyright owner who would like to send us a notice pursuant to the Digital Millennium Copyright Act (“DMCA”) to identify content or material posted on the Online Services that is infringing that you would like removed from our Online Services, or if you are a user whose work has been removed in response to such a notice of infringement and would like to file a DMCA counter-notice, you may submit such notice to us by following the instructions below.

A. DMCA Notice. Skydance asks our users to respect the intellectual property rights of others. It is our policy to respond appropriately to clear notices of alleged copyright infringement, as set forth more fully below. In Skydance’s sole discretion, Skydance may remove content that may be infringing on another person’s intellectual property rights with or without notice to the potential infringer. In accordance with the DMCA and other applicable law, Skydance has adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers.

B. If we remove or disable access in response to a DMCA Copyright Infringement Notice, we will make a good faith attempt to contact the owner or administrator of the affected content so that they may make a counter-notification. If you own a copyright in a work (or represent such a copyright

owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Online Services, then you may send us a written notice that includes all of the following:

- (i) a legend or subject line that says: "DMCA Copyright Infringement Notice";
- (ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the full URL of the page(s) on the Online Services on which the material appears);
- (iv) your full name, address, telephone number, and email address;
- (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- (vii) your electronic or physical signature.

Skydance will only respond to DMCA Notices that it receives by mail or email at the addresses below:

By Mail: 2900 Olympic Blvd., Santa Monica, CA 90404, attn: Legal Department

By Email: legal@skydance.com

For more information call: (424) 291-3400

It is often difficult to determine if your copyright has been infringed. Skydance may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Skydance may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Skydance's other rights, Skydance may, in appropriate circumstances, terminate a repeat infringer's access to the Online Services and any other website owned or operated by Skydance.

C. Counter-Notification. If access on the Online Services to a work that you submitted to Skydance is disabled or the work is removed as a result of a DMCA Copyright Infringement Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- (i) a legend or subject line that says: “DMCA Counter-Notification”;
- (ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the full URL of the page(s) on the Online Services from which the material was removed or access to it disabled);
- (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (iv) your full name, address, telephone number, email address, and the username of your Account;
- (v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Central District of California), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- (vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Online Services. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

5. NOTICES, QUESTIONS AND CUSTOMER SERVICE

You agree that we may give you notices or otherwise respond to you by mail or to your email (if we have it on file) or in any other manner reasonably elected by us. All legal notices to us must be sent to: 2900 Olympic Blvd., Santa Monica, CA 90404 (Attn: General Counsel). If you have a question regarding the Online Services, you may contact Skydance Customer Support by sending an email to privacy@skydance.com or 2900 Olympic Blvd., Santa Monica, CA 90404 (Attn: Privacy). You

acknowledge that we have no obligation to provide you with customer support of any kind and that customer service personnel cannot change or waive Terms or applicable Additional Terms.

6. PRODUCT SPECIFICATIONS; PRICING; TYPOGRAPHICAL ERRORS

We strive to accurately describe our products or services offered on the Online Services; however, we do not warrant that such specifications, pricing, or other content on the Online Services is complete, accurate, reliable, current, or error-free.

7. JURISDICTION, ARBITRATION, AND DISPUTE TERMS

This clause is not applicable to consumers residing in Quebec or any other jurisdiction where prohibited by applicable law:

A. Forum Selection/Jurisdiction. Jurisdiction and venue for any controversy, allegation, or claim arising out of or relating to the Online Services, the Content, your Submissions, these Terms, or any applicable Additional Terms, (collectively, “**Dispute**”) shall be in Los Angeles, California. Each party submits to personal jurisdiction and venue in Los Angeles, California for any and all purposes.

B. Pre-Arbitration Notification. Skydance and you agree that it would be advantageous to discuss and hopefully resolve any Disputes before formal proceedings are initiated; provided, however, that Skydance need not do so in circumstances where its claims of Intellectual Property rights are concerned (“**IP Disputes**,” with all other disputes referred to as “**General Disputes**”). The party making a claim – whether you or Skydance – shall send a letter to the other side briefly summarizing the claim and the request for relief. If Skydance is making a claim, the letter shall be sent, via email, to the email address listed in your Skydance account, if applicable. If no such information exists or if such information is not current, then we have no notification or delay obligations under this Section 8.B. If you are making a claim, the letter shall be sent to 2900 Olympic Blvd., Santa Monica, CA 90404 (Attn: General Counsel). If the Dispute is not resolved within sixty (60) days after notification, the claimant may proceed to initiate proceedings as set forth in this Section 8. Either you or Skydance, however, may seek provisional remedies (such as preliminary injunctive relief, subject to Section 8.D) before the expiration of this sixty (60)-day period.

C. Arbitration of Claims. Unless you give us notice of opt-out within five (5) business days of your first use of the Online Services, addressed to: legal@skydance.com, all actions or proceedings arising in connection with, touching upon or relating to any Dispute, or the scope of the provisions of this Section, shall be submitted to JAMS (www.jamsadr.com) for final and binding arbitration under its Comprehensive Arbitration Rules and Procedures if the matter in dispute is over \$250,000 or under its Streamlined Arbitration Rules and Procedures if the matter in dispute is \$250,000 or less, to be held in Los Angeles County, California, before a single arbitrator in accordance with California Code of Civil Procedure §§ 1280 et seq. If the matter in dispute is between Skydance and a consumer, the matter shall be submitted to JAMS in accordance with its Policy on Consumer Arbitration Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. We may have the right to pay the JAMS fees if required for arbitration to be enforceable. If you are a consumer you have the right to an in-person hearing. The arbitration shall be a confidential proceeding, closed to the general public; provided, however, that a party may disclose information relating to the arbitration proceedings to its and its affiliates’ lawyers, insurance providers, auditors and

other professional advisers. The fact that there is a dispute between the parties that is the subject of arbitration shall be confidential to the same extent. The parties may engage in the discovery or exchange of non-privileged information relevant to the dispute. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. Neither party shall be entitled or permitted to commence or maintain any action in a court of law with respect to any matter in dispute until such matter shall have been submitted to arbitration as herein provided and then only for the enforcement of the arbitrator's award; provided, however, that prior to the appointment of the arbitrator or for remedies beyond the jurisdiction of an arbitrator, at any time, either party may seek pendente lite relief (subject to the provisions of these Terms waiving or limiting that relief) in a court of competent jurisdiction in Los Angeles County, California or, if sought by Skydance, such other court that may have jurisdiction over you, without thereby waiving its right to arbitration of the dispute or controversy under this Section; provided further, however, that the losing party shall have fifteen (15) business days after the issuance of the arbitrator's decision to fully comply with such decision, after which the prevailing party may enforce such decision by a petition to the Los Angeles County Superior Court or, in the case of you, such other court having jurisdiction over you, which may be made ex parte, for confirmation and enforcement of the award.

D. Limitation on Injunctive Relief. AS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE ONLINE SERVICES, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS (WITHOUT LIMITATION) THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, ONLINE SERVICES, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY ANY SKYDANCE PARTY (DEFINED BELOW) (INCLUDING YOUR LICENSED SUBMISSIONS) OR A LICENSOR OF ANY SKYDANCE PARTY.

E. Governing Law. To the extent permitted by applicable law, these Terms and any applicable Additional Terms, General Disputes and IP Disputes, and any other claim brought by you against Skydance or by Skydance against you pursuant to this Section 8, or otherwise related to the Online Services, Content, Skydance Licensed Elements, Submissions or other Skydance products or services, will be governed by, construed, and resolved in accordance with, the laws of the State of California, U.S.A., without regard to its conflicts of law provisions that might apply the laws of another jurisdiction, unless the applicable laws of your jurisdiction of residence require that the laws of such jurisdiction govern, in which case the laws of such jurisdiction are to govern. This Section 8 shall be governed solely by the Federal Arbitration Act, 9 U.S.C. §1, et seq., and not by the law of any state, and is enforceable pursuant to its terms on a self-executing basis. You and Skydance agree that we intend that this Section 8 satisfies the "writing" requirement of the Federal Arbitration Act. This Section 8 can only be amended by mutual agreement. Either party may seek enforcement of this Section 8 in any court of competent jurisdiction. The arbitrator shall determine any and all challenges to the arbitrability of a claim.

F. Class Action Waiver. To the extent permitted by applicable law, both you and Skydance waive the right to bring any Dispute as a class, consolidated, representative, collective, or private attorney general action, or to participate in a class, consolidated, representative, collective, or private attorney general action regarding any Dispute brought by anyone else. Notwithstanding any provision in the JAMS Comprehensive Arbitration Rules and Procedures to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, or private attorney general action or to consolidate, join, or otherwise combine the Disputes of different persons into one proceeding. Notwithstanding the arbitration provision set forth above, if the provision regarding waiver of class, collective, representative, and private attorney general claims of this Section 8 is found to be void or otherwise unenforceable, any such class, collective, representative, or private attorney general claims must be heard and determined through an appropriate court proceeding, and not in arbitration.

G. Jury Waiver. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING UNDER, IN CONNECTION WITH, TOUCHING UPON OR RELATING TO THESE TERMS, THE BREACH THEREOF AND/OR THE SCOPE OF THE PROVISIONS OF THIS SECTION, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

H. Small Claims Matters. Notwithstanding the foregoing, either of us may bring qualifying claim of General Dispute (but not IP Disputes) in small claims court, subject to Section 8.F.

I. The provisions of this Section 8 shall supersede any inconsistent provisions of any prior agreement between the parties. This Section 8 shall remain in full force and effect notwithstanding any termination of your use of the Online Services or these Terms.

8. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

This clause is not applicable to consumers residing in Quebec or any other jurisdiction where prohibited by applicable law:

A. AS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE ONLINE SERVICES IS AT YOUR SOLE RISK AND THE ONLINE SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. To the fullest extent permissible by applicable law, Skydance and their direct and indirect parents, subsidiaries, affiliates, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, “**Skydance Parties**”) hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, in connection with, or otherwise directly or indirectly related to, without limitation, the Online Services, Content, Skydance Licensed Elements, Submissions or other Skydance products or services, except as set forth in subsection C, below.

B. EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN, OR IN APPLICABLE ADDITIONAL TERMS, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, SKYDANCE PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF

INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

C. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) SKYDANCE PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY SKYDANCE PARTIES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (II) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST SKYDANCE PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

9. LIMITATIONS OF OUR LIABILITY

A. AS PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY SKYDANCE PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation loss of profits, in connection with, or otherwise directly or indirectly related to, without limitation, the Online Services, Content, Skydance Licensed Elements, Submissions or other Skydance products or services, except, to the extent not waivable under applicable law, for direct damages for personal injury caused by a physical product manufactured, sold or provided by Skydance.

B. As permitted by applicable law, the foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if Skydance Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Online Services).

C. EXCEPT AS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL SKYDANCE PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE ONLINE SERVICES AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID SKYDANCE IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S).

D. Residents of the Quebec are entitled to the following exclusions to the disclaimers and limitation of liability: Nothing in these terms shall operate to exclude or limit our liability for damages caused by our acts or those of our representatives. Residents of other Canadian Provinces are entitled to the following exclusions to the disclaimers and limitation of liability: Some provinces do not allow the limitation or exclusion of liability for incidental or consequential damages, so the limitation or exclusion may not apply to you and you may also have other legal rights that vary from province to province.

10. UPDATES TO TERMS

It is your responsibility to review the posted Terms and any applicable Additional Terms each time you use the Online Services (at least prior to each transaction or submission). Each time you sign in to or otherwise use the Online Services you are entering into a new agreement with us on the then applicable Terms and you agree that we may notify you of new terms and conditions

by posting them on the Online Services or in any other reasonable manner of notice which we elect (“Notice”), and you’re your use of the Online Services after such Notice constitutes your going forward agreement to the new terms for your new use and transactions. Any new Terms or Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. In the event any notice to you of new, revised, or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised or additional terms by discontinuing use of the Online Services.

11. USERS VISITING THE ONLINE SERVICES FROM OUTSIDE OF THE UNITED STATES

Most of the Online Services that link to these Terms are only intended for users in the United States or Canada and are not directed to data subjects in the United Kingdom (“UK”) or European Economic Area (“EEA”). However, some of the Online Services operated by Skydance Interactive, LLC and Skydance Silicon Valley LLC (collectively, “Skydance Games”) may also be directed to data subjects in the UK/EEA. To the extent that the laws of Canada, the UK, or a member state of the EEA apply, then the following Additional Terms apply solely to those users. In the event of a conflict between the Terms and the region-specific Additional Terms, the Additional Terms shall control solely as to the conflict.

A. UK and EEA

Users accessing the game related Online Services from the EEA

The following terms apply to users accessing any game related Online Services from the EEA:

(i) Limitation of Liability

Users accessing Skydance Games from the European Union are entitled to the following exclusions to the disclaimers or limitation of liability: Nothing in the Terms shall operate to exclude or limit our liability for death or personal injury caused by negligence, fraud or fraudulent concealment; or any other liability which cannot be excluded or limited under applicable law.

(ii) Jurisdiction, Arbitration, And Dispute Terms

Nothing contained herein shall prevent the application and enforcement of any non-available applicable choice of law, jurisdiction and/or venue rules applicable to these Terms.

B. Canadian Residents

In addition to the Canadian specific terms found elsewhere in the Terms, the following Additional terms apply to users accessing the Online Services from Canada, and will govern in the event of a conflict with another section of the Terms, but solely as to the conflict:

(i) Dispute Resolution and Agreement to Individual Arbitration

Except for a claim that may be brought in small claims court, or if an applicable law in your province of residence, such as Quebec, gives you the right to resolve your dispute or claim before the courts of that province notwithstanding your agreement to resolve disputes by way of arbitration, at the time of the dispute you may elect either to do so or proceed in arbitration. If you elect arbitration you and

Skydance agree to give up any rights to litigate claims in a court or before a jury. Other rights that you would have if you went to court, such as access to discovery, also may be unavailable or limited in arbitration.

(ii) Class Action Waiver

Except where allowed by the law of the province in which you reside the waiver of your right to participate in a class action or representative action with respect to a claim as set out in Section F will not apply.

(iii) Governing Law

For consumers residing in Canada other than the Province of Quebec the applicable law will be the law of the State of California.

For consumers residing in Quebec the applicable law will be the law of the Province of Quebec.

(iv) Update to Terms

It is your responsibility to review the posted Terms and any applicable Additional Terms each time you use the Online Services (at least prior to each transaction or submission). Each time you sign in to or otherwise use the Online Services you are entering into a new agreement with us on the then applicable Terms. If we make revisions to the Terms that increase your obligations, diminish your rights or grant you additional rights we will notify you by email or in any other reasonable manner of notice which we elect (“**Notice**”), 30 days but not more than 90 days before the date on which it is proposed that the amendment takes effect, or ask you to accept the changes when logging into your Account. Any new Terms or Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. In the event any notice to you of new, revised, or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised or additional terms by discontinuing use of the Online Services.

D. Operation of Online Services; Availability of Products and Services; International Issues. Skydance controls and operates the Service from the U.S., and makes no representation that the Online Services are appropriate or available for use beyond the U.S. If you use the Online Services from other locations, you are doing so on your own initiative and responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. Please view the jurisdiction specific terms below.

E. Export Controls. You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized by U.S. law, you agree and warrant not to export or re-export the software to any county, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

12. GENERAL PROVISIONS

A. Skydance’s Consent or Approval. As to any provision in these Terms or any applicable Additional Terms that grants Skydance a right of consent or approval, or permits Skydance to exercise a right in its “sole discretion,” Skydance may exercise that right in its sole and absolute discretion. No

Skydance consent or approval may be deemed to have been granted by Skydance without being in writing and signed by an officer of Skydance.

B. Consent to Electronic Contacting and Receiving Electronic Records. When you use our Online Services, including signing up to receive email or text messages, you consent to receive electronic records from us and consent to us contacting you electronically. We will try to promptly respond to all inquiries, but we are not obligated to do so. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that any time you electronically transact, agree or consent via the Online Services it is intended to be an electronic signature which binds you as if you had signed on paper. You agree that your use of the Online Services, other than to read the Terms (or Additional Terms) and Privacy Policy, constitutes agreement to the Terms, and any applicable Additional Terms, then posted without further action by you. In order to withdraw your consent, update your contact information, or obtain paper copies of electronic records, you must contact us by email at privacy@skydance.com or by mail at 2900 Olympic Blvd, Santa Monica, CA 90404 (Attention: General Counsel), and stop using the Online Services. If you withdraw your consent, you will be removed from any email or text message program. If there is a cost to provide you with paper copies of electronic records, we will disclose that to you prior to sending you electronic records. Your consent to receive electronic records applies to your use of the Online Services, including any email or text message programs. Your devices must be able to review websites and electronic documents, receive email, or receive text messages to receive electronic records, depending on whether you are using the Online Services, or subscribing to email or text messages.

C. Indemnity. To the extent permitted by applicable law, you agree to, and you hereby, defend (if requested by Skydance), indemnify, and hold Skydance Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Skydance Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) your Submissions; (ii) your use of the Online Services and your activities in connection with the Online Services; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Online Services or your activities in connection with the Online Services; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Skydance Parties' use of the information that you submit to us (including your Submissions) subject to our [Privacy Policy](#) (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by Skydance Parties, in the defense of any Claim and Losses. Notwithstanding the foregoing, Skydance Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Skydance Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Skydance Party. This section is not intended to limit any causes of action against us that you may have but are not waivable under applicable law.

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

E. Investigations; Cooperation with Law Enforcement; Termination; Survival. As and to the extent permitted by applicable law, Skydance reserves the right, without limitation, to: (i) investigate any suspected breaches of its Online Services security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) use any information obtained by Skydance in accordance with its [Privacy Policy](#) in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by Skydance to comply with law enforcement requests or legal requirements in accordance our [Privacy Policy](#) , (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Online Services, in whole or in part, or, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third-party. Any suspension or termination will not affect your obligations to Skydance under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Online Services, or upon notice from Skydance, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Online Services. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Skydance in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

F. Assignment. Skydance may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Skydance.

G. Complete Agreement; No Waiver. These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Online Services and supersede any prior agreements, representations, warranties, assurances or discussion related to the Online Services. If you are a resident of the EU visiting the Online Services from the EU, then nothing in the preceding sentence shall limit or exclude any liability for fraud or fraudulent misrepresentation. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or Skydance in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

//End Terms of Use//

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