

Terms of Use

This agreement (“Agreement”) between you and **CSS Studios, LLC** (“Company”) sets forth the terms and conditions which apply to the use by you of the Company’s Web Sites and any other product or service offered by Company for use, subscription or sale (collectively, “Services”). Subject to the terms and conditions below, and your acceptance thereof, Company agrees to grant, and you agree to take, a non-exclusive, non-transferable, single computer license to use and display the Services and related software for your personal (or household) non-commercial use by any machine(s) of which you are the primary user. If you do not understand and accept the provisions, do not use the Services. Your use of the Services shall be deemed to constitute your acceptance of this Agreement and all of Company’s rules and restrictions related to the Services, as they may change from time to time.

Use of the websites relating to any company based in the United Kingdom shall be governed by English law and references to United States and/or the State of California shall be replaced by England and Wales as appropriate.

Lawful Use:

You agree to use the Services only as lawful in the United States, and all jurisdictions and subdivisions thereof, and in any nation and jurisdiction in the world, and all subdivisions thereof, with respect to which you use, access or reach out to with regard to the Services. Without limiting the foregoing, you agree not to post on or transmit through the Services and material which violates or infringes in any way upon the rights of others; is threatening, abusive or harassing; is defamatory; is invasive of privacy or publicity rights; is obscene; is lewd, lascivious, filthy, excessively violent or otherwise objectionable; or which encourages conduct that would violate any law or give rise to civil or criminal liability under any law. You agree to abide by the terms and conditions of the Agreement and any additional terms, conditions, rules or procedures imposed by Company or by third-party content providers in connection with third-party content, software or services available on or through the Services.

Rights:

The content of this site includes copyrighted materials, trademarks and other information, including, without limitation, text, software, photos, video, audio visual recordings, graphics, music, marks and sound. The entire contents of this site are copyrighted as a collective work under the United States copyright laws and/or similar laws of other jurisdictions. The Company owns a copyright in the selections, coordination, arrangement and enhancement of such content, as well as in the content original to the Company. All right are reserved. All other trademarks and service marks appearing on the sire are the property of their respective owners, including, in some instances, the Company. All rights are reserved. Use of any of our trademarks or names as “metatags” on other websites is prohibited. You may not display our websites or content in frames

or “in-line links” without express written permission from the Company (e-mail requests to **webmaster@css-studios.com**).

You agree not to encumber, license, modify, publish, copy, sell, transfer, transmit, or in any way exploit, any of the content of the site, nor will you attempt to do so. Except as otherwise expressly permitted by applicable law, you agree not to copy, redistribute, publish or otherwise exploit material which you download from the site without the express prior written permission of Company and the owner of such material (from whom you are solely responsible for obtaining permission). You further agree and acknowledge that you shall not acquire any ownership rights by downloading material from the site.

Company does not solicit submissions, creative materials, ideas or suggestions other than those Company specifically requests. Any communications or materials you transmit to Company by electronic email or otherwise including, without limitation, data, questions, comments, ideas, images, writings, music, sounds, audiovisual effects, artwork, design elements, graphics, suggestions, concepts, biographical information, notes or message postings, will be treated as non-confidential and non-proprietary. You hereby unconditionally and irrevocably transfer and assign to Company, its parent and their affiliates, subsidiaries, successors and assigns, in perpetuity, the royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, incorporate into other works, distribute, perform, display and otherwise exploit the material you send to Company, in all languages and throughout the universe, in any form, media or technology now known or hereafter devised. You acknowledge and expressly agree that any such communications or materials you transmit or post may be used by Company, its parent and their affiliates, subsidiaries, successors and assigns, for any purpose whatsoever, including, without limitation, developing, manufacturing and marketing products using such information, and you hereby waive the right to receive any financial or other consideration in connection with such information, including, without limitation, credit. **(See Submission Agreement)**

Usage Rules:

You agree that you will not post on or transmit through the Services any advertising or commercial solicitation of any kind whatsoever, including, without limitation, via e-mail, without Company's express prior written approval and, if then, solely in accordance with the terms and conditions imposed by Company with respect thereto. You further agree not to use the Services, or any element or portion thereof (including, without limitation, e-mail addresses of users), for any commercial purpose whatsoever. You agree not to use the services in any way that abuses, defames, stalks, annoys, threatens or violates the rights of privacy, publicity, intellectual property or other legal rights of others (now or hereafter recognized) or to post, publish, distribute, disseminate or upload any inappropriate, infringing, defamatory, profane, indecent, obscene or illegal/unlawful matters, including, without limitation, information, topics, names or other material.

Without limiting the forgoing, you agree not to:

- (a) attempt to impersonate another user or any other third party by selecting or using the name, address, credit card information, e-mail address or avatar of (or belonging to) another user or other person, or otherwise;
- (b) use a user name, address, credit card information, e-mail address or avatar belonging to any other person, for any reason whatsoever, without the prior express written authorization of such person;
- (c) use a user name, e-mail address or avatar in violation of the intellectual property rights of any person or entity;
- (d) use a false "header" - the legend attached to e-mail messages to show the message's point of origin, route and destination - or otherwise falsely configuring e-mail; (e) use a user name, e-mail address, header or avatar that Company, in its sole discretion, deems inappropriate;
- (f) disseminate multiple unsolicited copies of e-mail through the Services;
- (g) upload files that contain software or other material protected by intellectual property laws, rights of publicity or privacy, except if you own or control such rights or have received all necessary consents, permissions, licenses, approvals;
- (h) upload files that you know or have reason to believe may contain viruses, corrupted files, or any other similar software or program that may result in damage to the operation of Company's Web Sites or servers or to another's computer;
- (i) advertise, offer to sell or buy any goods or services for any business purpose;
- (j) conduct or forward surveys, contests, pyramid schemes or chain letters;
- (k) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- (l) restrict, inhibit, harass or attempt to prevent any other user from using and enjoying the Services;
- (m) disclose personal information and/or collect information about others (especially personal information or information likely to lead to personal identification of another), including e-mail addresses, without their prior consent; or
- (n) violate any applicable domestic or international laws or regulations.

Always use caution and common sense when using the Services, especially when giving out any personally identifying information about yourself or your children or with respect to financial information or transactions. Company does not control or endorse the content, messages or information found in user submitted portions of the Services or External Sites and, therefore, Company specifically disclaims any responsibility with regard thereto.

Additions and Changes:

You agree to review this Agreement on at least a weekly basis to be aware of Changes (as defined herein). Our employees cannot change the terms of this Agreement except as posted on this Web Site. Company has the right, at any time, to

- (a) add, change or discontinue any aspect or feature of the Services, including, but not limited to, content, financial terms, availability and equipment needed for access or use;

(b) impose, change or modify its terms and conditions applicable to your use of the Services, or any part thereof; and/or

(c) to impose, change or modify the terms and conditions of this Agreement ("Changes"). Such Changes shall be effective immediately upon notice by posting the Changes on Company's Web Site or by any other method of notice Company deems appropriate. Any use of the Services by you after notice of the Changes, constitutes acceptance by you of such Changes.

Disclaimers; Limitations; and Waivers of Liability:

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT AND ONLY TO THE EXTENT ANY WARRANTIES ARE INCAPABLE OF EXCLUSION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT). WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ITS AFFILIATES, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

COMPANY DISTRIBUTES CONTENT SUPPLIED BY THIRD PARTIES AND USERS OF THE SERVICES AND PROVIDES LINKS TO EXTERNAL LOCATIONS OPERATED BY THIRD PARTIES. ALL COMMUNICATIONS EXPRESSED OR MADE AVAILABLE BY THIRD PARTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BY OTHER USERS, IS SOLELY MADE BY THE RESPECTIVE AUTHOR(S) OR DISTRIBUTOR(S), AND NEITHER COMPANY NOR ITS AFFILIATES, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS THEREOF, OR ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; NOR DO THEY MAKE ANY GUARANTEE, ENDORSEMENT OR WARRANTY WITH RESPECT THERETO. YOU ACKNOWLEDGE THAT IT IS YOUR SOLE RESPONSIBILITY TO SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY COMMUNICATION AND AGREE TO USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WITH RESPECT TO ALL COMMUNICATION AND TRANSACTIONS.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT AND THAT NEITHER COMPANY NOR ITS AFFILIATES, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL,

EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT NEITHER COMPANY NOR ITS AFFILIATES, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS ARE LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD COMPANY OR ITS AFFILIATES, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICES AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICES AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

Editing/Blocking:

You agree that Company in its sole discretion, shall have the right, but not the obligation, to edit, refuse to post or remove any material submitted to or posted on the Services, for any reason whatsoever, including, without limitation, if Company considers that the material constitutes or promotes gambling or any illegal activity, or if Company considers the material to be pornographic, sexually explicit, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable. Notwithstanding the foregoing, you shall remain solely responsible for the content of material you upload, post or otherwise make available on the Services. Furthermore, you acknowledge that the Services may not be monitored and that you do not rely on Company to monitor or edit the Services and that the Services may contain content which you find offensive, and you hereby waive any objections you might have with respect to viewing such content.

External Locations / Linking:

The Services contain links to external locations (e.g., other Web Sites, etc.) and the ability to access external portions of the Internet. You agree that Company is not responsible for the availability of these external locations, the content, including, without limitation, solicitations thereon or products or services made available thereby. You acknowledge that some external locations may contain materials or communications which are unedited, untrue, illegal in some jurisdictions and may be offensive. You agree to access external locations at your own risk and not to permit minors to have access in inappropriate material. You agree that Company shall not be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused in any way whatsoever related to any such external location. Any concerns regarding any external location should be directed to its respective site administrator, systems operator or webmaster and to **webmaster@css-studios.com**. You will not link to **css-studios.com** without the prior written approval of Company; contact **webmaster@css-studios.com**.

Indemnification:

You agree to defend, indemnify and hold harmless Company and its parent, subsidiaries, affiliates, employees, agents, attorneys, third-party content providers and licensors from and against all claims and expenses, including attorney's fees and costs, arising out of your use of the Services and/or your breach or alleged breach of any term, condition, obligation, representation or warranty in this Agreement.

Equipment:

You agree to be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Services, and you shall be responsible for all charges related thereto.

Governing Law:

This Agreement and all aspects of the Services shall be governed by and construed in accordance with the internal laws of the United States and the State of California governing contracts entered into and to be fully performed in California (i.e., without regard to conflict of laws provisions) regardless of your location. You acknowledge that the rights granted and obligations made hereunder to Company are of a unique and irreplaceable nature, the loss of which shall irreparably harm Company and which cannot be replaced by monetary damages so that Company shall be entitled to seek injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for money damages. You agree that any suit, action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated herein (including without limitation, statutory, equitable or tort claims) shall be instituted and prosecuted under the exclusive jurisdiction of any state or Federal court empowered to enforce this Agreement located in Los Angeles County, California and waive any objection thereto on the basis of personal jurisdiction or venue. However, Company may, in its sole and exclusive discretion, exercise the option to initiate (or to dismiss its suit, action or proceeding in California and then initiate) any such suit, action or proceeding in any court of competent jurisdiction in any territory in which you are present or conduct business or other activities. In any suit, action or proceeding initiated in any state or Federal court in California, you and Company irrevocably submit to the jurisdiction and venue of all state and Federal courts of California and waive any and all objection to such jurisdiction that either may have under the laws of the State of California, the United States or otherwise and also waive any right to challenge the convenience of California as an appropriate forum. Company and you hereby waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Company against you or you against Company on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between Company and you, any claim of injury or damage or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect.

Miscellaneous:

These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties hereto with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

Complaints or Notices:

If you have any questions or complaints please contact **webmaster@css-studios.com**. If you believe that any of the material on our Web Site infringes any rights, including copyrights or trademarks, owned by you, or by an owner for which you are authorized to act, please go to the Intellectual Property Complaint Policy for specific instructions on notifying us.