

# CREATORS WRITING ROOM TERMS OF SERVICE

Last Updated March 25, 2021

## **IMPORTANT PLEASE READ THE TERMS OF SERVICE CAREFULLY BEFORE CONTINUING**

Welcome to Creators Writing Room LLC (“Creators Writing Room”, “CWR”, “us”, “our” or “we”). We provide on-line and in-person classes, coaching, offerings or other activities conducted, provided and/or undertaken by Creators Writing Room, its principals, members, employees, representatives, or agents (collectively, “Classes”).

These terms and conditions (collectively, the “Terms” or “Agreement”) define your rights and obligations related to our Classes. The Terms also govern your interaction with any websites we own or operate, including [www.thecwroom.com/](http://www.thecwroom.com/) (“Sites”), purchase of any of our additional offerings, participation in our events or offerings, and more generally use of any of our products or services (collectively with the Classes, the “Services”).

THE TERMS ALSO CONTAIN A BINDING INDIVIDUAL ARBITRATION CLAUSE AND CLASS-ACTION WAIVER PROVISION BELOW. IF YOU ACCEPT THE TERMS, YOU AGREE TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION AND GIVE UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION. THESE TERMS WILL AFFECT YOUR LEGAL RIGHTS. PLEASE REVIEW THEM CAREFULLY. YOU MAY HAVE A TIME-LIMITED RIGHT TO OPT OUT.

### **1. Agreement**

By using our Services, you agree to be bound by the terms of this Agreement. By entering into this Agreement, you are confirming you are an adult of legal age, you understand and accept this Agreement, and you are legally and financially responsible for all actions using or accessing the Services. If you are under the legal age of majority, your parent or legal guardian must consent to this Agreement. If you (or your parent or legal guardian) do not or cannot agree to the terms of this Agreement, you may not use our Services.

This Agreement is a legal agreement between you and us and it describes the terms and conditions for using the Services. In addition, by agreeing to this Agreement, you are also expressly agreeing and acknowledging that various third-parties may be exercising some of our rights on our behalf under the Agreement. By accepting and agreeing to this Agreement, you are also agreeing to our Privacy Policy, which is expressly incorporated in full into this Agreement. Our Privacy Policy describes the types of data we collect from you and your devices, how we use your data, and the legal bases we have to process your data.

By accepting and agreeing to this Agreement, you are also agreeing to all terms of service and use, legal requirements, privacy policies, and any other agreements, terms and conditions of the platforms used to access the Classes and/or Services, such as and without limitation the Zoom, YouTube, Vimeo, or other

video and/or audio platforms. Please review those third parties' terms, policies, and agreements carefully. We are not responsible for the terms, policies, disclosures or actions of any third-party platforms.

We may modify these Terms at any time, and if we do, we will notify you by email or by posting the modified Terms. Please review any modified Terms before you continue using the Services. If you continue to use the Services, you are bound by the modified Terms. If you do not agree to be bound by the modified Terms, then you may not use the Services. By using any of our Services, you represent that you are at least 18 years old, and that all information you submit is correct.

If you breach these Terms we may take action against you, including but not limited to terminating your Account, Subscription Services, and/or disabling your access to the Services. You acknowledge that we have no obligation to, and will not, reimburse or refund you for Subscription Services or other purchases, access, and downloads lost due to involuntary suspension or termination of your Account.

## **2. License Grant**

Subject to these Terms and your compliance therewith, Creators Writing Room grants to you a personal, nonexclusive, nontransferable, revocable, non-sublicensable, revocable, limited right and license to access, download, play, listen to, display, and/or use the Classes and Content solely for your permitted use within the Services (collectively, the "License"). "Content" means live video and/or audio, video and/or audio recordings, text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, communications, interactive features, works of authorship of any kind, or other materials that are generated, provided, or otherwise made available through the Services.

The rights granted to you under the License are subject to these Terms and your full compliance with the Terms, and you may only make use of the License if you comply with all applicable Terms. The Content and Classes are licensed, not sold, to you, and you hereby acknowledge that no title or ownership in the Classes and Content is being transferred or assigned to you and the Terms should not be construed as a sale of any rights in the Classes and Content. Creators Writing Room and/or applicable third-parties retain all right, title, and interest to the Classes and Content, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audio files, MP3 files, video files, audiovisual files, themes, characters, character names, stories, dialog, settings, artwork, sounds effects, musical works, and moral rights.

The Classes and Content are protected by U.S. copyright and trademark law and any other applicable intellectual property laws and treaties throughout the world. You acknowledge that all copyrights and other intellectual property rights in the Services are owned by us and/or applicable third-parties to the full extent permitted under the United States Copyright Act and all international copyright laws and all other applicable laws. All rights in product names, trade names, logos, service marks, trade dress, slogans, product packaging, and designs of our Classes and Services, whether or not appearing in large print or with the trademark symbol, belong exclusively to us and/or applicable third-parties and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws.

The Classes and Content may not be copied, recorded, reproduced, altered, modified, or distributed in any manner or medium, in whole or in part, without prior written consent from Creators Writing Room and/or applicable third-parties. All rights not expressly granted under this Agreement are reserved by Creators Writing Room and/or applicable third-parties.

### **3. Fair Use Notice and Disclaimer**

The Services may contain limited third-party copyrighted material, the use of which may or may not have been specifically authorized by the copyright owner. We believe that this educational use through the Services constitutes a fair use of the copyrighted material as provided for in Section 107 of the US Copyright Act. If you wish to use this copyrighted material for purposes that go beyond fair use, you must obtain permission from the copyright owner. Fair Use notwithstanding, we will immediately comply with any copyright owner who wants their material removed, modified, or credited per Section 16: Digital Millennium Copyright Act (DMCA) Notices of the Terms.

Creators Writing Room also specifically disclaims any endorsement by or other connection to the copyright owner of any copyrighted material used in or in connection with the Services.

### **4. License and Use Conditions; Community Guidelines (Code of Conduct)**

You agree that you are responsible for your own conduct while using our Services and/or accessing our Classes and Content, and for any consequences thereof. You may not do or attempt to do any of the following with respect to the Classes, Services, Content, or any parts thereof (Code of Conduct):

- (a) use the Classes, Services, Content, or any parts thereof commercially or for a promotional purpose, or otherwise commercially exploit same;
- (b) distribute, lease, license, sell, rent, display, record, or otherwise transfer or assign the Classes or Content, or use them in a way that is not expressly authorized in the Terms;
- (c) make a copy of any Classes or Content, or any part thereof, or otherwise make same available on a network for use or download;
- (d) modify or delete any portion of the Classes, Content, or individual audio-video files therein;
- (e) use the Classes, Services, Content, or any parts thereof to promote or endorse any third party causes, ideas, Web sites, products or services;
- (f) re-produce, edit, re-transmit, redistribute, or in any way repurpose the Classes, Content, or audio-video files made available therein;
- (g) remove, disable, circumvent, or modify any proprietary notice or label or security technology included in the Classes, Services, or Content;
- (h) use the Classes, Services, Content, or any parts thereof to infringe or violate the rights of any third party, including but not limited to any intellectual property, publicity, or privacy rights;
- (i) use, export, or re-export the Classes, Services, Content, or any parts thereof in violation of any applicable law or regulation.
- (j) bypass, remove, deactivate, descramble, or otherwise circumvent any technological measure implemented to protect the Classes, Content, or Services;

- (k) post, publish, submit or transmit any User Content (defined below) that infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy;
- (l) delete, obscure, or in any manner alter any attribution, warning, or link that appears in the Classes, Services, or Content;
- (m) discriminate or make discriminatory comments of any form or manner, including without limitation on the basis of race, gender, religion, sex, gender identity, age, disability, ethnic origin, or sexual orientation when using our Services or in any User Content;
- (n) disparage, defame, name-call, or engage in any form of intimidation against another user, including swearing or use of any other inappropriate or offensive language, or making offensive or insensitive remarks of any kind when using our Services or in any User Content;
- (o) make or post any sexually explicit remarks or images, or engage in any act of sexual misconduct, including but not limited to sexual innuendo, sharing sexually explicit content, or making offensive or inappropriate advances or comments to other users when using our Services or in any User Content;
- (p) reveal personally identifying information of other users or infringe on the privacy of other users when using our Services or in any User Content;
- (q) harassing, stalking, spamming, or making any other inappropriate comments or actions towards other users when using our Services or in any User Content;
- (r) violate any applicable law or regulation; or
- (s) encourage or enable any other individual to do any of the foregoing.

We reserve the right to discontinue providing our Services, Content, Classes, or any parts thereof, and to require that you cease accessing or using same at any time for any reason, including without limitation if you violate the Code of Conduct in any way.

You agree that your use of the Services is at your own risk, and that you will not use the Services to violate any applicable law, regulation, policies, or instructions as outlined in these Terms and you will not encourage or enable any other individual to do so. Under no circumstances and under no legal theory, tort, contract, strict liability, or otherwise, shall we or any related companies be liable to you or any other person for any indirect, special, incidental, damages for lost profits, loss of goodwill, work stoppage, accuracy of services, content or results, computer failure or malfunction, or damages resulting from the Classes, Content, Services or any parts thereof.

You agree to indemnify and hold harmless Creators Writing Room and its officers, employees, agents, representatives, affiliates, subcontractors, members and assigns, against any and all claims, disputes, demands, actions, suits, damages, liabilities, obligations, losses, settlements, judgements, costs and expenses (including without limitation attorneys' fees and costs) made or entered into against us that arise out of, relate to or are the result of your actions, contents and communications related to our Services. Similarly, if you have a dispute with any third party relating to your use of our Services, you release Creators Writing Room (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

## **5. Material Submissions**

Our Classes and/or Services may provide features which allow you to create, develop, modify, contribute, or submit certain creative material in certain limited circumstances, which may be submitted in written, visual, pre-recorded and/or oral form (hereinafter referred to as the “Material”). You represent and warrant that you are the sole owner and author of the Material; that you have full right to submit it to us upon the terms and conditions stated herein; and that the consent of no other person or entity is required to fully exploit the Material. You will indemnify us from and against any and all claims, expenses, losses or liabilities (including attorneys’ fees) that may be asserted against us or incurred by us, at any time, in connection with the Material or any use thereof.

You acknowledge that the Material is, has been, or will be submitted by you voluntarily and not in confidence, and that no confidential relationship is intended or created between us by reason of the submission of the Material. You acknowledge that because of our position in the entertainment industry we receive numerous solicited and unsolicited submissions of ideas, formats, stories, suggestions and the like. You acknowledge that materials (or portions thereof) developed, created, acquired, licensed or otherwise obtained by us may be similar or identical to the Material (or portions thereof) in theme, idea, plot, format and/or other respects. You agree that you will not be entitled to any compensation because of the use of any such similar or identical material. You hereby waive any claim or demand, and hereby release and absolutely and forever discharge us from any and all claims, damages, legal fees, costs, expenses, debts, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, asserted or unasserted, which in any way arise out of or in connection with the Material.

## **6. User Generated Content**

Our Classes and/or Services may also allow you to upload, publish, or otherwise make available user generated content (“User Content”). User Content may include without limitation messages, files, photographs, videos, artwork, questions, drawings, recordings, images, voice communication, texts, experiences, interactive features, screenshots, audiovisual combinations, musical works, animations, and other types of works (standalone or in combination).

You hereby grant to Creators Writing Room an irrevocable and non-exclusive permission, right, and license to host, copy, import, store, modify, adapt, display, perform, reproduce, create derivative works, publicly display, transfer, sublicense, and distribute (collectively “Use”) your User Content in whole or in part in any media, platform, or channel in connection with our Classes and Services. You retain all other rights that you may have in your User Content. You understand that you are not entitled to receive any compensation, fees, consideration, or other remuneration for your User Content in connection with our Classes and Services or our Use of your User Content.

Each time you submit any User Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User Content you submit.

You also represent and warrant that your User Content does not infringe upon the copyright, trademark, patent, trade secret or other intellectual property rights of any third party. You further represent and warrant that you will not use or contribute User Content that is unlawful, tortious, defamatory, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist or otherwise objectionable or inappropriate. We may remove any User Content and any related content or elements at our sole discretion.

We are not obligated to use your User Content. We do not in any manner endorse any User Content and cannot, and will not, vouch for its reliability. We are not responsible for any User Content and have no duty to monitor the User Content posted on the Services. You use any information contained in User Content at your own risk. We have the right, in their sole discretion, to monitor, review, edit, remove, delete, disable, refuse, restrict, or terminate access to your User Content or the Services (in whole or in part) at any time, without prior notice and in our sole discretion, for any or no reason.

## **7. User Comments and Feedback**

We and our Services may offer various opportunities to interact and share your opinions and thoughts with us and others, or via various forum, social media pages, or via other community initiatives. However, please note that the opinions or views expressed, or statements made via posts, user comments, feedback, “wiki” entries, online chat, or via other features (collectively referred to herein as “User Comments”), do not reflect the opinions or views of Creators Writing Room.

We do not review, edit or modify User Comments. However, we reserve the right to remove or modify any User Comments for any reason. By sharing User Comments and accepting the terms of this Agreement, you acknowledge that we may make such deletions or changes without notice to you, nor is any such change or removal subject to review, appeal or revocation.

We may also, from time to time, publicly share or redistribute User Comments on our Site, in our Classes, or through other media or social media channels, press releases, or promotional and marketing materials. You hereby grant us a non-exclusive, perpetual and irrevocable right and license us to use your User Comments in connection with our Classes and Services.

Similarly, if you provide us with any Feedback, you hereby grant us a non-exclusive, fully paid, royalty-free, worldwide, perpetual, irrevocable, sublicensable, transferable, and assignable license to use, reproduce, distribute, modify, adapt, prepare derivative works based on, publicly perform, publicly display, make, have made, use, sell, offer to sell, import, and otherwise exploit any and all Feedback for any purposes, for all current and future methods and forms of exploitation. “Feedback” means suggestions, comments, ideas, and all other types of information that you provide, publish, or otherwise communicate directly or indirectly to us that relates to our Classes and/or Services.

## **8. Accounts.**

In order to access or use some (or potentially all) of the Services or access the Classes, you may be required to first register with us. If you are under the age of thirteen (13), then you are not permitted to register as a user or submit personal information to us. If you are under the age of 18 but at least 13 years of age, you may register only with the permission of, and under the supervision of, a parent or legal guardian.

If you register for any feature that requires a password and/or username, then you agree that: (i) You will not use a username (or email address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive; (ii) You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete; (iii) You are solely responsible for all activities that occur under your account, password, and username – whether or not you authorized the activity; (iv) You are solely responsible for maintaining the confidentiality of your password and for restricting access so that others may not access any password protected portion of the Service using your name, username, or password; (v) You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and (vi) You will not sell, transfer, or assign your account or any account rights.

We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations. We may reject the use of any password, username, or email address for any other reason in our sole discretion. If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

## **9. Subscription Services and Other Purchases**

You may be able to purchase additional Content, Classes, and other offerings offered through the Services. In addition, some of our Class offerings may be made available by us solely in connection with your agreement to purchase a subscription to such offerings for a set period (e.g., monthly or weekly subscription term) and/or set number of Classes (collectively, “Subscription Service”). We may offer a number of different packages or variations of Subscription Services.

By subscribing to a Subscription Service, you confirm that you are at least 18 years of age, that all information you submit is true and correct (including all credit card information), and that you are the authorized holder of the credit card. Payments for Subscription Services are non-refundable and there are no refunds for only partial use of a Subscription Service. We may change the price of a Subscription Service, introduce new subscription plans, or remove plans from time to time. Subscription Services may not be redeemed for cash, sold or transferred to another user.

Once you enter and submit your payment information, you expressly agree and authorize us and/or our third party payment processor to immediately charge your credit card or debit card (or other approved facility) in an amount equal to the total purchase price. You also expressly authorize and agree that we and/or our third party payment processor is authorized to automatically charge your payment method for any one-time fees and/or Subscription Services. You acknowledge and agree that we do not need to obtain any additional authorization from you for any automatic and/or recurring payments.

You are not authorized to access any Subscription Services unless you have registered and paid the appropriate fee. You may not assist anyone else in accessing Subscription Services on an unauthorized

basis, including by sharing your access credentials or providing any content or other materials that you obtained through Subscription Services to third parties. You are responsible for maintaining the confidentiality of your access credentials and for all usage or activity on your Subscription Services accounts, including the use of Subscription Services by any third party authorized by you to use your access credentials. Such responsibility expressly includes any purchases made or other charges incurred on your credit card in connection with your use (or an authorized third party's use) of the Subscription Services. In the event of any fraudulent, abusive or otherwise illegal activity on your Subscription Services accounts, we may, in our sole discretion, terminate those accounts and refer you to appropriate law enforcement agencies. You may be responsible for damages from any such fraudulent, abusive, or otherwise illegal activity.

## **8. Disclaimers and Limitation of Liability**

**DISCLAIMER:** ALL INFORMATION, CONTENT, SERVICES, AND MATERIAL AVAILABLE IN THE CLASSES AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS. TO THE FULL EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTY THAT (1) THE SERVICES WILL OPERATE PROPERLY, (2) THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, (3) THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, BUG FREE, OR ERROR FREE IN ANY OR ALL CIRCUMSTANCES, OR (4) THAT ANY DEFECTS IN THE SERVICES CAN OR WILL BE CORRECTED. ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312 OF THE UNIFORM COMMERCIAL CODE OR IN ANY OTHER COMPARABLE STATUTE IS EXPRESSLY DISCLAIMED. THIS PARAGRAPH WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**NO WARRANTIES:** CREATORS WRITING ROOM AND ITS AFFILIATES, LICENSORS AND DISTRIBUTORS DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE PRIVACY AND INTEGRITY OF THE COMPUTER RESOURCES YOU USE TO ACCESS THE CLASSES AND SERVICES. NEITHER WE NOR OUR LICENSORS OR DISTRIBUTORS SHALL BE LIABLE FOR ANY DISRUPTIONS, DELAYS OR OTHER OMISSIONS IN ANY CONNECTION, DATA EXCHANGE OR OTHER INTERACTION THAT YOU MAY EXPERIENCE WHEN ACCESSING AND USING THE CLASSES AND SERVICES, REGARDLESS OF CAUSE (I.E., ANY SYSTEM FAILURE, SERVER ACCESS LOSS, OR DATA BREACH RESULTING FROM ANY CAUSE, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, NATURE OR OTHER CAUSES). NEITHER WE NOR OUR LICENSORS OR DISTRIBUTORS SHALL BE RESPONSIBLE FOR THE CONDUCT OF ANY USERS OR COMPUTERS THAT CONNECT, EXCHANGE DATA, OR OTHERWISE INTERACT WITH YOU OR YOUR COMPUTER AS A RESULT OF YOUR USE OF THE SERVICES.

**LIMITATION OF LIABILITY:** YOUR PURCHASE AND/OR USE OF THE SERVICES AND CLASSES IS AT YOUR OWN RISK. WE DO NOT WARRANT THAT YOUR ABILITY TO ACCESS

THE SERVICES OR CLASSES WILL BE TIMELY, SECURE, UNINTERRUPTED OR DEFECT-FREE. IN NO EVENT WILL WE NOR OUR AFFILIATES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OR LOSS OF DATA, OR BUSINESS INTERRUPTION, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT ARISING IN ANY WAY OUT OF PURCHASE OR USE OF THE CLASSES OR SERVICES. IN NO EVENT WILL YOU BE ENTITLED TO A REFUND OR CHARGEBACK FOR THE CLASSES OR SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CREATORS WRITING ROOM AND ITS AFFILIATES LICENSORS AND DISTRIBUTORS SHALL NOT BE LIABLE IN ANY WAY FOR ANY LOSS OF PROFITS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE CLASSES OR SERVICES, OR THE DELAY OR INABILITY TO USE OR LACK OF FUNCTIONALITY OF THE CLASSES OR SERVICES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE. FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE CLASSES OR SERVICES WILL NOT EXCEED THE TOTAL AMOUNTS YOU HAVE PAID (IF ANY) FOR THE CLASSES OR SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS AND EXCLUSIONS REGARDING DAMAGES APPLY EVEN IF ANY REMEDY FAILS TO PROVIDE ADEQUATE COMPENSATION.

## **9. Indemnity**

This section only applies to the extent permitted by applicable law. If you are prohibited by law from entering into the indemnification obligation below, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject matter of the indemnification obligation below.

You agree to indemnify, pay the defense costs of, and hold Creators Writing Room, its licensors and distributors, its and their affiliates, and its and their employees, officers, directors, agents, contractors, and other representatives harmless from all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs, and expert witnesses' fees) that arise from or in connection with (a) any claim that, if true, would constitute a breach by you of this Agreement or negligence by you, (b) any act or omission by you in using the Services, or (c) any claim of infringement or violation of any third-party intellectual property rights arising from your User Content and/or Materials. You agree to reimburse Creators Writing Room on demand for any defense costs incurred by Creators Writing Room and any payments made or loss suffered by Creators Writing Room, whether in a court judgment or settlement, based on any matter covered by this Section 9.

## **10. Termination**

We reserve the right to terminate your right to access and use the Services if you violate these Terms or any other terms or policies referenced herein, or if you otherwise create risk or possible legal exposure for us.

## **11. Governing Law and Jurisdiction**

This Agreement shall be construed and enforced in accordance with the laws of the State of California, United States of America, without reference to the principles of conflict of laws of any jurisdiction (including those of the State of California). For any disputes deemed not subject to binding individual arbitration, as provided in the section immediately below, you agree to submit to the exclusive jurisdiction and venue of the state and federal courts in Los Angeles, California, and you agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts.

## **12. Binding Individual Arbitration**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THE ARBITRATION PROCEEDINGS IN THIS SECTION WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY.

**YOU AGREE THAT DISPUTES BETWEEN YOU AND CREATORS WRITING ROOM WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.**

**THIS NOTICE DOES NOT APPLY: (1) IF YOU ARE A RESIDENT OF THE EEA, OR ANY JURISDICTION WHICH DOES NOT ALLOW THIS ARBITRATION AGREEMENT, OR (2) IF YOU OPT OUT OF ARBITRATION AS DESCRIBED IN THE "ARBITRATION" SECTION BELOW.**

If you live in the United States or another jurisdiction which allows you to agree to arbitration, you and Creators Writing Room agree to arbitrate all Disputes regardless of whether the Dispute is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, except that each party retains the right: (a) to bring an individual action in small claims court and (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

Arbitration is an alternative dispute-resolution procedure that allows us to resolve issues without the formality of going to court. Any dispute between us and you is submitted to a neutral arbitrator (not a judge or jury) for fair and fast resolution.

In the event of any dispute, controversy, or difference, arising among or out of, or in relation to, or in connection with the interpretation or performance of this Agreement or any of the terms hereof, or a breach hereof ("Dispute"), the parties hereto shall promptly conduct informal discussions and negotiations in good faith with a view to resolve such Dispute effecting as nearly as possible the intent

and purposes of this Agreement. Any resolution of such Dispute shall be set forth in a writing signed by the parties.

If such Dispute cannot be satisfactorily resolved by the Parties themselves through friendly consultation within a period of thirty (30) calendar days after notice by you to Creators Writing Room of a Dispute, you or Creators Writing Room may commence an arbitration in accordance with this Agreement. Any such arbitration will be submitted to arbitration in the County of Los Angeles, State of California, in accordance with the rules and regulations of the American Arbitration Association then in effect, provided that said arbitration shall be heard before a single arbitrator, selected pursuant to said rules and regulations. Said arbitrator shall be well acquainted with the entertainment business in the County of Los Angeles. The arbitrator's decision shall be controlled by the terms and conditions of this Agreement and shall be final and binding. Judgment upon the award of the arbitrator may be enforced in any court of competent jurisdiction. The prevailing party shall be entitled to recover from the losing party, in addition to all other relief to which it may be entitled, its costs and expenses, including, without limitation, actual attorneys' fees and the costs of expert witnesses.

Creators Writing Room will pay its arbitration costs as required by the arbitration rules and, in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your arbitration filing and hearing fees as the arbitrator deems is necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. Each side shall pay his, her, or its own attorneys' fees and costs unless the claim(s) at issue permit the prevailing party to be paid its fees and/or litigation costs, in which case the arbitrator shall award fees or costs as required by the applicable law.

This Binding Individual Arbitration section survives any termination of this Agreement. Further, although we may revise this Agreement, Privacy Policy, or other related agreements at our discretion, we not have the right to alter this agreement to arbitrate or the rules specified herein with respect to any Dispute once that Dispute has accrued. If any part of this Binding Individual Arbitration section is deemed invalid, unenforceable, or illegal, then the balance of this arbitration provision shall remain in effect and be construed in accordance with its terms as if the invalid, unenforceable, or illegal provision had not been included.

### **13. Class Action Waiver.**

THE ARBITRATION PROCEEDINGS DESCRIBED ABOVE IN SECTION 13 OF THIS AGREEMENT WILL BE CONDUCTED ON AN INDIVIDUAL BASIS ONLY. Neither You nor Creators Writing Room shall be entitled to join or consolidate disputes by or against other individuals or entities, or to arbitrate any dispute in a representative capacity, including, without limitation, as a representative member of a class or in a private attorney general capacity, in connection with any Dispute. Further, unless both you and we agree, the arbitrator may not consolidate more than one person's claim. The arbitrator may award any individual relief or individual remedies that are permitted by applicable law, but to the maximum extent permitted by applicable law, may not award relief against Creators Writing Room respecting any person other than you.

#### **14. Your 30-Day Right to Opt Out**

You have the right to opt out of and not to be bound by the Binding Individual Arbitration of section 19 and Class Action Waiver of section 20 of this Agreement. To exercise this right, you must send written notice of your decision to the following address: Creators Writing Room LLC, 15260 Ventura Boulevard, Suite 1040, Sherman Oaks, CA 91403.

Your notice must include your name, mailing address, and state that you do not wish to resolve disputes with us through arbitration. To be effective, this notice must be postmarked or deposited within 30 days of the date on which you first accepted this Agreement unless a longer period is required by applicable law; otherwise you will be bound to arbitrate disputes in accordance with this section.

You are responsible for ensuring that we receive your opt-out notice, so you may wish to send it by a means that provides for a delivery receipt. If you opt out of these arbitration provisions, we will similarly not be bound by them with respect to Disputes with you.

#### **15. Links to Third Party Sites**

Our Services may provide links to other websites operated by third parties. Because we have no control over third-party websites, we are not responsible for the availability of those websites and do not endorse and are not responsible or liable for any content, advertising, services, products, or other materials on or available from such websites. We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, advertising, services, products, or other materials on or available from such websites. These Terms of Use do not apply to your use of third-party websites; your use of such websites is subject to the terms and policies of the owner of such websites. We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

#### **16. Digital Millennium Copyright Act (DMCA) Notices; Copyright Agent**

We respect the intellectual property rights of others. To the best of our knowledge, the content that appears on our Services does not infringe the copyrights of others. If you believe that your work has been copied in a way that constitutes copyright infringement by any content or material on our Services, please provide the following information in writing to us at the contact information below for further detail:

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner.
2. A description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, like the site URL of the material.
3. Information so that we can contact you, such as address, telephone number and electronic mail address.
4. A statement that you (the complaining party) 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.

5. A statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed.

If you believe that we improperly removed or disabled content or materials you posted, uploaded or submitted to the Services, please provide the following to us for further detail:

1. Your physical or electronic signature.
2. A description of the materials that have 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.
3. 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.
4. Your name, address and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, and that you will accept service of process from the person who provided notification of the alleged infringement.

#### **17. Amendments of this Agreement**

We may issue an amended Agreement, Privacy Policy, or other related agreements at any time in our sole discretion by posting the amended Agreement, Privacy Policy, or related agreement on our website or by providing you with digital access to amended versions of any of these documents. If any amendment to this Agreement, Privacy Policy, or related agreement is not acceptable to you, you may terminate this Agreement and must stop using our Services. Your continued use of the Services will demonstrate your acceptance of the amended Agreement, Privacy Policy, or related agreement.

#### **18. No Assignment**

You may not, without the prior written consent of Creators Writing Room, assign, transfer, charge, or sub-contract all or any of your rights or obligations under this Agreement, and any attempt without that consent will be null and void. We, however, may at any time assign, transfer, charge, or sub-contract all or any of its rights or obligations under this Agreement.

#### **19. International Users**

Our Services are controlled and operated by us from within the United States of America, and is intended for use only by residents of the United States. We make no representations or warranties that the content or materials of the Services are appropriate or lawful in any foreign countries, or that any items or subscriptions offered for sale through the Services will be available outside the United States. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use, export or re-export any content downloaded from the Services or any copy or adaptation of such content, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

## **20. Miscellaneous**

Waiver: Failure of Creators Writing Room to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provision or our right to enforce each such provision and no waiver, if granted, shall be continuing. No waiver of any term or condition of this Agreement shall be valid or binding on us unless the same shall have been set forth in a written document, specifically referring to this Agreement and duly signed by Creators Writing Room.

Entire Agreement: This Agreement sets forth the entire agreement between you and us with respect to the subject matter hereof, and supersedes and replaces any and every other prior or contemporaneous agreement, understanding or negotiation that may have existed between you and us to the extent that any such Agreement relates to the subject matter hereof.

Severability: If, but only to the extent that, any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then the parties shall be relieved of all obligations arising under that provision, it being the intent that this Agreement will be deemed amended by modifying the provision to the extent necessary to make it legal and enforceable while preserving its intent. If that is not possible, it shall be substituted with another provision that is legal and enforceable and achieves the same objective. If the remainder of this Agreement is not affected and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

Assignment: Creators Writing Room shall have the right to assign this Agreement and all or any part of our rights hereunder to any person, firm or corporation, and this Agreement shall be binding upon and inure to the benefit of our successors, licensees and assigns. This Agreement the rights and obligations hereunder may not be assigned by you.

Contact Information: Any notice or communications given by you under this Agreement shall be in writing and addressed to: Creators Writing Room LLC, 15260 Ventura Boulevard, Suite 1040, Sherman Oaks, CA 91403; via email at: [info@theCWRoom.com](mailto:info@theCWRoom.com) ; or through our website: <https://www.thecwroom.com/contact>.