

BELIEVE THE FILM

WEBSITE TERMS OF USE

Last Revised November 7, 2016

PLEASE READ THESE TERMS OF USE AND OUR [PRIVACY POLICY](#) CAREFULLY BEFORE USING THIS WEBSITE.

General

These terms of use (these “Terms of Use”) set forth the legal terms and conditions governing your use of this website and any other online and mobile websites and interactive applications (collectively, the “Site”) operated by Believe the Film, LLC (“Company, “us” or “we”).

These Terms of Use are a binding legal contract. By accessing or using any part of the Site, you agree to be bound by these Terms of Use. If you do not wish to be bound by these Terms of Use, do not access or otherwise use the Site.

Before using the Site, please review our Privacy Policy, located at [<http://believe.film/privacy>] (the “Privacy Policy”), which is incorporated herein by this reference.

Minimum Age to Access the Site

You must be at least 13 years of age to use the Site. If you are at least 13 years old but under the age of 18, you must have the knowledge and consent of your parent or legal guardian to access the Site.

COPPA Notification

Pursuant to 47 U.S.C. Section 230 (d) as amended, we are notifying you that parental control protections (such as computer hardware, software, or filtering services) are commercially available to assist you in limiting access to material that is harmful to minors. Information identifying current providers of these protections is available at <http://www.netparents.org>.

License to the Site

We grant to you a non-exclusive, non-transferable, limited right and license to access, use and privately display the Site and the Content for your personal use only, provided that you comply fully with these Terms of Use. You agree to not interfere (or permit the

use of your account by a third party to interfere) or attempt to interfere with the operation or use of Site by other users in any way through any means or device including, without limitation, spamming, hacking, uploading computer viruses or time bombs, or any other means expressly prohibited by any provision of these Terms of Use.

Trademarks, Copyrights & Restrictions

The Site and all of the content it contains, including without limitation, text, video, pictures, graphics, designs, information, applications, software, music, audio files, articles, directories, guides, photographs as well as the trademarks, service marks, trade names, trade dress, copyrights, logos, domain names, code, patents and/or any other form of intellectual property that relate to the Site (collectively, the "Content") are owned by or licensed by Company and are protected from any unauthorized use, copying and dissemination by copyright, trademark and other intellectual property and non-intellectual property laws of the United States and by international treaties.

YOU MAY NOT CAPTURE, REPRODUCE, TRANSFER, MODIFY, SELL, LICENSE, CREATE DERIVATIVE WORKS FROM OR BASED UPON, REPUBLISH, REVERSE ENGINEER, UPLOAD, EDIT, POST, TRANSMIT, PUBLICLY DISPLAY, FRAME, LINK, DISTRIBUTE OR EXPLOIT, IN WHOLE OR IN PART, ANY OF THE CONTENT.

Nothing contained in these Terms of Use or on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the Content in any manner without the prior written consent of Company.

Any use of the Content other than as permitted by these Terms of Use is a violation and may infringe upon our rights or the rights of third parties. We will aggressively enforce our rights to the fullest extent of the law. We may add, change, discontinue, remove or suspend any of the Content at any time, without notice and without liability.

Registration

Certain parts or features of the Site may require registration for access. The decision to provide your information by registering is purely voluntary and optional; however, if you elect not to register, you may not be able to access certain content or participate in certain parts or features of the Site.

You must not provide any false personal information when registering, or create an account for anyone other than yourself without permission. You will also not create more than one personal profile. If you register with the Site, you are responsible for maintaining the confidentiality of your password and for restricting access to your computer so that others may not access the password protected portions of the Site.

You accept responsibility for all activities that occur under your account. We may, in our sole discretion, and at any time, with or without notice, terminate your password and account, for any reason or no reason at all. If we disable your account, you agree that you will not create another one without our permission.

Consent to Electronic Communications

By registering with the Site, you understand that we may send you communications or regarding the Site and the motion picture, Believe (the "Movie"), via electronic mail, SMS, MMS, instant messaging, electronic chat, or other electronic delivery. By providing your email address to us you consent to such communications and understand that standard text and data charges may apply.

Unsolicited Submissions

We welcome your comments and feedback regarding the Movie.

Do not submit to us any creative ideas, suggestions or materials, including without limitation, stories or character ideas, screenplays, or original artwork ("Submissions"). Company, our staff and our affiliates are consistently generating creative ideas and we wish to avoid misunderstanding about the origins of such ideas.

If you send us creative ideas despite our request that you not do so, we are not obligated to use them or to compensate you in any way. If someone uses your creative ideas, we will not be held liable and disclaim all obligations of confidentiality with respect to such materials.

Without in any way limiting the foregoing, you agree that in no event shall Company's liability exceed the amount payable to a writer under the Writers Guild of America Basic Agreement for a network prime time story or teleplay.

Links to Third Party Websites

The Site may contain links to third party websites or resources, which may or may not be obvious ("Third Party Sites"). Our provision of links to Third Party Sites is not an endorsement of any information, product or service that is offered on or reached through such Third Party Site. Such Third Party Sites are not monitored or checked for accuracy, appropriateness or completeness by us. We are not responsible for the content or performance of any Third Party Sites accessed through the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites. If you decide to leave the Site and access the Third Party Sites, you do so at your own risk and you should be aware that our terms and policies no longer govern.

Group Ticket Purchases

If you click on the link to purchase group tickets, you will be directed to a vendor with whom we have a relationship. That vendor's policies will apply and that vendor will be responsible for handling your concerns and any issues you have with an order you place.

WE DISCLAIM ANY AND ALL RESPONSIBILITY FOR, OR LIABILITY TO ANY PERSON OR ENTITY ARISING OUT OF OR RELATED IN ANY WAY TO ANY THIRD PARTY VENDOR'S DECISIONS REGARDING SUCH MATTERS OR FOR ANY OTHER MATTERS RELATED TO A THIRD PARTY SITE.

Film Ratings

If a motion picture that has been rated by the Motion Picture Association of America is the subject of this website, you may visit www.mpa.org for a description of the ratings system, www.filmratings.com for a discussion on the reasons for the ratings on recent motion picture releases or visit www.parentalguide.org, which is intended to provide parents with information about each of the ratings systems that have been developed in the electronic game, music, cable and television broadcast industries.

Certain Representations of User

You agree that you will not do any of the following while using the Site:

- Intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to any regulations having the force of law while using or accessing the Site;
- Infringe the intellectual property rights or similar rights, including but not limited to copyrights and trademarks, of any person or entity;
- Reproduce, copy, resell, manipulate, or exploit any part of the Site for any commercial purpose;
- Use the Site in any manner that could damage, impair, disable, overburden or harm the Site or circumvent the intended functionality of the Site;
- Collect information identifying users of the Site by electronic or other means without authorization from the person(s) affected;
- Upload, post, transmit, send, store, distribute or otherwise make available on the Site any private or sensitive information or content about any third party, including, addresses, phone numbers, e-mail addresses, Social Security numbers and credit card numbers; or

- Upload, post, transmit, send, store, distribute, or otherwise make available any viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or other electronic or telecommunications equipment.

Non-United States Residents

We operate the Site in the United States. We make no representation that the Content, is appropriate or available for use in locations other than the United States. If you access the Site from locations outside of the U.S. you do so on your own initiative and at your own risk, and you are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Termination of Account and/or Access

We may terminate your account or your use of the Site, and/or prohibit you from accessing the Site, in whole or in part, for any reason or no reason at all, at any time in our sole discretion, with or without notice. If we do, we may immediately deactivate and/or delete any or all information about and concerning your account, including your registration information. You agree that we shall not have any liability to you or any other person for any termination of your access to the Site and/or the removal of information concerning your account.

DISCLAIMER OF WARRANTIES

THE SITE AND THE CONTENT ARE PROVIDED “AS IS” “WITH ALL FAULTS” AND “AS AVAILABLE” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW FROM A COURSE OF DEALING OR USAGE OF TRADE.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

COMPANY DOES NOT WARRANT THAT THE AVAILABILITY OF OR THE FUNCTIONS CONTAINED IN THE SITE OR THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR THE

CONTENT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. YOU (AND NOT COMPANY) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT FULLY APPLY TO YOU.

ASSUMPTION OF RISK

YOUR USE OF, AND BROWSING IN, THE SITE IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKS TO SATISFY YOUR REQUIREMENTS FOR THE ACCURACY AND SUITABILITY OF THE SITE, INCLUDING THE CONTENT.

WITHOUT LIMITATION, YOU ASSUME THE RISK TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD.

LIMITATION OF LIABILITY

YOU AGREE THAT COMPANY AND ITS AFFILIATES AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES") ARE NOT LIABLE TO YOU OR ANY THIRD PERSON FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING OUT OF OR RESULTING IN ANY WAY FROM OR IN CONNECTION WITH THE SITE OR THE CONTENT, ANY TRANSACTIONS WITH COMPANY OR COMPANY'S ASSOCIATED VENDORS, OR ANY ERRORS OR OMISSIONS IN THE TECHNICAL OPERATION OF THE SITE, EVEN IF COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE SITE (COLLECTIVELY, THE "RELEASED MATTERS").

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$500.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, AND/OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

BY ACCESSING THE SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY. IN CONNECTION WITH THIS WAIVER AND RELEASE, YOU ACKNOWLEDGE THAT YOU ARE AWARE THAT YOU MAY HEREAFTER DISCOVER CLAIMS PRESENTLY UNKNOWN OR UNSUSPECTED, OR FACTS IN ADDITION TO OR DIFFERENT FROM THOSE WHICH YOU NOW KNOW OR BELIEVE TO BE TRUE. NEVERTHELESS, YOU INTEND AGREEING TO THESE TERMS OF USE TO RELEASE FULLY, FINALLY AND FOREVER ALL RELEASED MATTERS. IN FURTHERANCE OF SUCH INTENTION, THE RELEASES SET FORTH IN THESE TERMS OF USE SHALL BE AND SHALL REMAIN IN EFFECT AS FULL AND COMPLETE RELEASES NOTWITHSTANDING THE DISCOVERY OR EXISTENCE OF ANY SUCH ADDITIONAL OR DIFFERENT CLAIMS OR FACTS RELEVANT HERETO.

Copyright Notice

If you believe that any Content appearing on the Site has been copied in a way that constitutes copyright infringement, please contact us at the address below:

Believe the Film, LLC

31336 Via Colinas

Suite 103

Westlake Village, CA 91362

Attn: Copyright Agent

E-Mail: BelieveFilm16@gmail.com

INDEMNIFICATION

BY USING THE SITE YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY THIRD PARTY CLAIMS, ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO (A) YOUR BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS

HEREUNDER; (B) YOUR VIOLATION OF THESE TERMS OF USE OR ANY LAW; (C) YOUR USE OF THE SITE AND/OR THE CONTENT IN VIOLATION OF THESE TERMS OF USE; (D) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR ACCOUNT, EVEN IF NOT SUBMITTED BY YOU, THAT INFRINGES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, TRADE DRESS, PATENT, PUBLICITY, PRIVACY OR OTHER RIGHT OF ANY PERSON OR DEFAMES ANY PERSON; AND/OR (E) ANY MISREPRESENTATION MADE BY YOU.

YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN COMPANY'S DEFENSE OF ANY CLAIM. COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT IN ANY EVENT SETTLE ANY SUCH MATTER WITHOUT THE WRITTEN CONSENT OF COMPANY.

Changes to the Site and/or these Terms of Use

We reserve the right, from time to time, in our sole discretion, to change, modify, update, discontinue, remove, revise, delete or otherwise change any portion of the Site or these Terms of Use, in whole or in part, at any time without further notice. If you access or use the Site in any way after these Terms of Use have been changed, you will be deemed to have read, understood and unconditionally consented to and agreed to such changes. The most current version of these Terms of Use will be available on the Site and will supersede all previous versions of these Terms of Use.

Mandatory Arbitration

By using the Site in any way, you unconditionally consent and agree that any claim, dispute, or controversy (whether in contract, tort, or otherwise) you may have against the Released Parties arising out of, relating to, or connected in any way with the Site or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS.

You agree that this agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. The arbitration will be held in Los Angeles, California. The arbitrator's decision shall be controlled by these Terms of Use, and shall be determined by applying California law consistent with the FAA and applicable statutes of limitations. The arbitrator shall not have the power to award punitive damages against you or Company. In the event that the administrative fees and deposits that must be paid to initiate arbitration against Company exceed \$125, and you are unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Company agrees to pay them and/or forward them on your behalf, subject to ultimate allocation by

the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein.

For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

Miscellaneous

These Terms of Use and our [Privacy Policy](#) constitute the entire agreement between us with respect to the subject matter hereof and thereof and supersede all prior or contemporaneous written or oral agreements between us with respect thereto.

Any failure to enforce any provision of these Terms of Use shall not constitute a waiver thereof or of any other provision thereof.

You hereby irrevocably waive any right to seek and/or obtain rescission, equitable and/or injunctive relief related to Company's production, distribution, license, and/or exploitation of any of their motion pictures, television shows, commercials and/or other content; and your exclusive remedy in connection therewith shall be an action for damages.

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

For any questions, suggestions, or concerns related to these Terms of Use, please email BelieveFilm16@gmail.com. Alternatively, you may contact Company via regular mail at:

Believe the Film, LLC
31336 Via Colinas
Suite 103
Westlake Village, CA 91362
Attn: Legal Counsel.