

TERMS OF USE

Effective Date: March 10, 2022

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

YOUR REPRESENTATIONS

By accessing, previewing, or otherwise using the Service in any manner, you represent and warrant that you have sufficient legal capacity to enter into this Agreement or, if you lack such capacity (for instance, if you are a minor), that you are accessing the Service with the knowledge and consent of your parent or legal guardian, who will also be deemed to have agreed to these Terms. You represent and warrant that you have read, understand, and agree to abide by these Terms and any applicable Additional Terms, and that you have read, understand

the data collection and use practices set forth in the Privacy Policy. Certain parts of the Service may be subject to heightened and/or other eligibility requirements.

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AVAILABILITY

Welcome Villain may suspend or terminate the availability of the Service and Material, in whole or in part, to any individual user or all users, for any reason, in Welcome Villain's sole discretion, and without advance notice or liability. Upon suspension or termination of your access to the Service, or upon notice from Welcome Villain, 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 Service and Material.

UNSOLICITED SUBMISSIONS

Welcome Villain does not accept unsolicited submissions for motion pictures, television programs, creative materials, web sites or any other products or services. It is the intent of this policy to avoid the possibility of future misunderstandings when projects developed by or on behalf of our professional staff might seem to others to be similar to their own creative ideas or materials. Therefore, please do not make any such unsolicited submissions to us through this web site or otherwise.

If you submit any unsolicited screenplays, materials, ideas, suggestions, feedback, opinions, techniques, images, sounds, videos, or other content to us through or relating to the Service ("Submissions") despite our request that you not send us any unsolicited Submissions, you grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable,

perpetual, transferable and cost-free right and license to host, store, use, display, reproduce, modify, adapt, edit, combine with other materials, publish, distribute, create derivative works from, promote, exhibit, broadcast, syndicate, sublicense (including, without limitation, to third party media channels, platforms, and distributors), publicly perform, publicly display, and otherwise use and exploit in any manner whatsoever, or grant third parties the right to do any of the foregoing, all or any portion of your Submissions, 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. You further irrevocably grant us the right, but not the obligation, to use your name in connection with your Submissions. You also agree to waive any right of approval for our use of the rights granted herein and agree to waive any moral rights 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 in a manner that interferes with any exercise of the granted rights. None of the Submissions shall be subject to any obligation of confidence on our part and we shall not be liable for any use or disclosure of any Submissions.

You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this section. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to existing or future intellectual property rights relating to your Submissions.

You represent and warrant that you own or have the necessary rights, licenses, consents, and permissions to grant us the rights granted in this section. You acknowledge that, with respect to any claim you may have relating to or arising out of our actual or alleged exploitation or use of any Submission, the damage, if any, thereby caused will not be irreparable or otherwise sufficient to entitle you to injunctive or other equitable relief or to in any way enjoin the production, distribution, exhibition or other exploitation of any production based on or allegedly based on the Submission, and your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

CUSTOMER SUPPORT

If you have any questions or comments, please send an e-mail to us at info@welcomevillain.com.

You acknowledge that the provision of support is at Welcome Villain's sole discretion and that we have no obligation to provide you with customer support of any kind. All legal notices to us must be mailed to: Welcome Villain Films LLC, 6515 W Sunset Blvd, Los Angeles, CA 90028. When you communicate with us electronically, you consent to receive communications from us electronically. 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.

THIRD PARTY SERVICES

Our Service may contain content from and hyperlinks to websites, locations, platforms, and services operated and owned by third parties ("Third Party Services"). We may also integrate third party technologies into our Service and host our content on Third Party Services. These Third Party Services are not owned, controlled, or operated by us, and you acknowledge and agree that we are not responsible or liable for the information, content, products, technologies, or services on or available from such Third Party Services, or for the results to be obtained from using them. If you choose to access, transact with, or otherwise interact with any such Third Party Services, you do so at your own risk.

COMMUNICATIONS

You can opt out of receiving certain promotional e-mails from us at any time by following the instructions as provided in e-mails to click on the unsubscribe link, if available, or by sending an e-mail to us at info@welcomevillain.com with the word UNSUBSCRIBE in the subject field of the e-mail. Please note that your opt out is limited to the e-mail address used and will not affect subsequent subscriptions or non-promotional communications, such as those about Welcome Villain's ongoing business relations.

LINKING POLICY

If you link to this web site we require that you comply with the following guidelines. You may link only to the home page, and the link must be in plain text. The link must not damage, dilute or tarnish the goodwill associated with Welcome Villain and/or its intellectual property, nor create the false appearance that your website or organization is sponsored, endorsed by, affiliated or associated with Welcome Villain. You may not "frame" our website or alter its intellectual property or content in any other manner. You may not link to our web site from any site that is unlawful, abusive, indecent or obscene, that promotes violence or illegal acts, that contains expressions of racism, that is libelous, defamatory, scandalous, or inflammatory or is otherwise deemed inappropriate, as determined by Welcome Villain in its sole discretion. We reserve the right, in our sole discretion, to terminate a link with any web site for any reason or no reason at all.

Welcome Villain is not responsible for the content or performance of any portion of the Internet or any other websites to which this web site may be linked or from which this web site may be accessed. Users are requested to inform Welcome Villain of any errors or inappropriate material found on web sites to which our website is or may be linked.

PROMOTIONS

From time to time this website may offer sweepstakes, contests or other promotions that require you to send material or information about yourself. Please note that sweepstakes, contests or promotions offered via the web site may be, and often are, governed by a separate set of rules that, in addition to describing such sweepstakes, contest or promotion, may have eligibility

requirements, such as certain age or geographic area restrictions, terms and conditions governing the use of material you submit, and disclosures about how your personal information may be used. It is your responsibility to read such rules to determine whether or not you want to and are eligible to participate, register and/or enter. By entering any such sweepstakes, contest or other promotion, you agree to comply with and abide by such rules and the decisions of the sponsor(s) identified therein, which shall be final and binding in all respects.

REGISTRATION

Certain areas of the Service may require registration or may otherwise ask you to provide information in order to participate in certain features or to access certain content. The decision to provide this information is purely voluntary and optional; however, if you elect not to provide such information, you may not be able to access certain content or participate in certain features of the web site. When you provide information to the web site, you agree to provide only true, accurate, current and complete information.

If you register with the Service, you agree to accept responsibility for all activities that occur under your account or password, if any, and agree you will not sell, transfer or assign your membership or any membership rights. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer so that others may not access the password protected portion of the Service using your name in whole or in part. Welcome Villain may, in its sole discretion, and at any time, with or without notice, terminate your password and membership, for any reason or no reason at all.

CHOICE OF LAW AND ARBITRATION

PLEASE READ THIS SECTION CAREFULLY – IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU HAVE AGAINST EACH OTHER ARE RESOLVED.

These Terms shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.

You agree to resolve any claims relating to these Terms through final and binding arbitration in Los Angeles, California. We believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes or disagreements that you may have with us. Instead of a judge or a jury, the case will be decided by an arbitrator who has at least ten (10) years of experience in the motion picture and/or technology industry and who has the power to award the same relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced. The Federal Arbitration Act and federal arbitration law apply to this agreement. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in front of one

arbitrator. If there is a conflict between JAMS Rules and the rules set forth in these Terms, the rules set forth in this Terms will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. You also agree that we may bring suit in court to enjoin infringement or other misuse of our intellectual property rights.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, MATERIAL, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY WELCOME VILLAIN OR A LICENSOR OF WELCOME VILLAIN.

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content. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

The Internet may be subject to breaches of security. Welcome Villain is not responsible for any resulting damage to any user's computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that email submissions over the Internet may not be secure, and you should consider this before e-mailing Welcome Villain any information. The Service may be temporarily unavailable due to maintenance or malfunction of computer equipment.

LIMITATIONS ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WELCOME VILLAIN AND ITS AFFILIATES, SUBSIDIARIES, LICENSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES") BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL, ARISING OUT OF OR IN CONNECTION WITH (A) THE SERVICE, (B) THESE TERMS OR (C) YOUR MISUSE OF THE SERVICE OR ANY MATERIAL AVAILABLE ON OR THROUGH THE SERVICE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.

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INDEMNIFICATION

You agree to defend, indemnify and hold harmless Welcome Villain from and against any and all claims, liabilities, damages, losses, costs and expenses (including, reasonable attorneys' fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of these Terms; (ii) your Submissions; (iii) your misuse of the Service; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities; (v) your violation of the rights of any third party, including any

intellectual property right, publicity, confidentiality, property or privacy right; (vi) your use of a Third Party Service; or (vii) any misrepresentation made by you. Welcome Villain reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with Welcome Villain's defense of any claim. You will not in any event settle any claim without the prior written consent of Welcome Villain. This provision does not require you to indemnify us for any unconscionable commercial practice by us or for our fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Service.

ENTIRE AGREEMENT AND SEVERABILITY

If any provision of these Terms or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms. You hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by both parties. The section titles in these Terms are for your convenience only and do not have any legal or contractual effect. Except as expressly set forth in these Terms or any applicable Additional Terms, no failure or delay by you or Welcome Villain in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy.

SURVIVAL

The provisions of these Terms and any applicable Additional Terms, which by their nature should survive termination of your use of the Service, including sections on Service Use (except for the limited license), Submissions, Products, Customer Support, Third Party Services, Service Features, Agreement to Arbitrate Disputes and Choice of Law, Disclaimer of Representations and Warranties, Limitations of Our Liability, Indemnification, Waiver of Injunctive or Other Equitable Relief, Updates to Terms, and General Provisions, will survive.

ASSIGNMENT

Welcome Villain 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 Welcome Villain.

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VIOLATIONS

Welcome Villain will determine your compliance with these Terms in its sole discretion and its decision shall be final and binding. Any violation of these Terms may result in restrictions on your access to all or part of the Service and may be referred to law enforcement authorities. No waiver of any of these Terms shall be of any force or effect unless made in writing and signed by a duly authorized officer of Welcome Villain. Welcome Villain reserves the right to modify or discontinue this Property, or any portion thereof without notice to you or any third party. Upon termination of your membership or access to the Service, or upon demand by Welcome Villain, you must destroy all materials obtained from the Service and all related documentation and all copies and installations thereof. You are advised that Welcome Villain will aggressively enforce its rights to the fullest extent of the law. Welcome Villain, in its sole discretion, reserves the right to disqualify and terminate access or use of any individual found to be (i) tampering with the operation of the Service; (ii) acting in violation of these Terms; (iii) acting in an unethical or disruptive manner; or (iv) acting with intent to annoy, abuse, threaten or harass Welcome Villain its representatives or any other individual in any manner related to the Service.

CONTACT INFORMATION

If you have any questions, comments or concerns about our web site or these Terms, you may contact us at info@welcomevillain.com.