

## Terms of Service Agreement

Welcome to FilmHobo.com, operated by FilmHobo Inc, a Massachusetts corporation, (referred to as “FilmHobo”, “Company”, “Website”, “we”, “us”, or “our”). As you register as a Member of FilmHobo to make use of the service (the “Service”), You agree to be bound by these Terms of Service (this “Terms of Service” or “Agreement”). Please read this Agreement entirely. If you object to anything in this Agreement or the FilmHobo Privacy Policy, do not use the Service.

This Agreement is subject to change by FilmHobo at any time, effective upon posting on the relevant website. Your continued use of the Website and the Service following FilmHobo posting of revised terms of any section of the Agreement will constitute your express and binding acceptance of and consent to the revised Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

Electronic Agreement. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Website and the Service. This Agreement may be modified by FilmHobo from time to time, such modifications to be effective upon posting by FilmHobo on the Website. By accessing and/or using the Website or becoming a Member, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

**1. Access and Retention.** In order to access and retain this electronic Agreement, you must have access to the Internet, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

**2. Commercial Use of Service.** If you are using the Service and/or accessing the Website on behalf of a company, entity, or organization (collectively, a “Subscribing Entity”), you represent and warrant that:

- a. You are an authorized representative of the Subscribing Entity, and that you have the authority to bind the Subscribing Entity to this Terms of Service;
- b. You have read and understand this Terms of Service; and
- c. You agree to this Terms of Service on behalf of the Subscribing Entity.

Illegal and/or unauthorized uses of the FilmHobo Website include, but are not limited to, browsing or downloading illegal content, collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email, unauthorized framing of or linking to the Website, sharing or disclosing your username or

password to any third party or permitting any third party to access your account, attempting to impersonate another user or person, use of the Website in any fraudulent or misleading manner, any automated use of the system, such as scraping the Website, automated scripts, spiders, robots, crawlers, data mining tools or the like, interfering with, disrupting, or creating an undue burden on the Website or the networks or services connected to the Website, and using the Website in a manner inconsistent with any and all applicable laws and regulations. Illegal and/or unauthorized use of the Website may be investigated, and appropriate legal action may be taken, including without limitation, civil, criminal, and injunctive redress. Use of the Website and Service is with the permission of FilmHobo, which may be revoked at any time, for any reason, in FilmHobo's sole discretion.

**3. Account Security.** You are responsible for maintaining the confidentiality of the username and password that you designate during the registration process, and you are fully responsible for all activities that occur under your username and password. You agree to (a) immediately notify FilmHobo of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. FilmHobo will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you share your computer with others, you may wish to consider disabling your auto-login feature if you have it linked to your FilmHobo account.

#### **4. Your Use of the Service**

a. You may not upload illegal content to the Website.

b. You must not copy or capture, or attempt to copy or capture, any content from the Website (the "Content") or any part of the Website, unless given express permission by FilmHobo.

c. You must not copy, republish, adapt, make available or otherwise communicate to the public, display, perform, transfer, share, distribute or otherwise use or exploit any Content on or from the Website, except (i) where such Content is created by you (such content, "Your Content"), or (ii) as permitted under these Terms of Service, and within the parameters set by the person or entity that uploaded the Content (the "Uploader").

d. You must not use any Content (other than Your Content) in any way that is designed to create a separate content service or that replicates any part of the Website's offering.

e. You must not employ scraping or similar techniques to aggregate, repurpose, republish or otherwise make use of any Content.

f. You must not employ the use of bots, botnets, scripts, apps, plugins, extensions or other automated means to register accounts, log-in, post comments, or otherwise to act on your behalf, particularly where such activity occurs in a multiple or repetitive fashion. You must not

offer or promote the availability of any such techniques or services to any other users of the Website.

g. You must not alter or remove, or attempt to alter or remove, any trademark, copyright or other proprietary or legal notices contained in, or appearing on, the Website or any Content appearing on the Website (other than Your Content).

h. You must not, and must not permit any third party to, copy or adapt the object code of the Website, or reverse engineer, reverse assemble, decompile, modify or attempt to discover any source or object code of any part of the Website, or circumvent or attempt to circumvent or copy any copy protection mechanism or access any rights management information pertaining to Content other than Your Content.

i. You must not use the Website to upload, post, store, transmit, display, copy, distribute, promote, make available or otherwise communicate to the public:

- any Content that is offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, that promotes violence, terrorism, or illegal acts, incites hatred on grounds of race, gender, religion or sexual orientation, or is otherwise objectionable in FilmHobo's sole and reasonable discretion;
- any information, Content or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark rights, rights of privacy or publicity, confidential information or any other right; or
- any Content that violates, breaches or is contrary to any law, rule, regulation, court order or is otherwise is illegal or unlawful in FilmHobo's sole and reasonable opinion;
- any material of any kind that contains any virus, Trojan horse, spyware, adware, malware, bot, time bomb, worm, or other harmful or malicious component, which will or might overburden, impair or disrupt the Website or servers or networks forming part of, or connected to, the Website, or which does or might restrict or inhibit any other user's use and enjoyment of the Website; or
- any unsolicited or unauthorized advertising, promotional messages, spam or any other form of solicitation.

j. You must not commit or engage in, or encourage, induce, solicit or promote, any conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation.

k. You must not rent, sell or lease access to the Website, or any Content on the Website, although this will not prevent you from including links from Your Content to any legitimate online download store from where any item of Your Content may be purchased.

l. You must not deliberately impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, for example, by registering an account in the name of another

person or company, or sending messages or making comments using the name of another person.

m. You must not stalk, exploit, threaten, abuse or otherwise harass another user, or any FilmHobo employee. If we feel that your behavior towards any of our employees is at any time threatening or offensive, we reserve the right to immediately terminate your membership and you will not be entitled to any refund of unused subscription fees.

n. You must not sell or transfer, or offer to sell or transfer, any FilmHobo account to any third party without the prior written approval of FilmHobo.

o. You must not collect or attempt to collect personal data, or any other kind of information about other users, including without limitation, through spidering or any form of scraping.

p. You must not violate, circumvent or attempt to violate or circumvent any data security measures employed by FilmHobo or any Uploader; access or attempt to access data or materials which are not intended for your use; log into, or attempt to log into, a server or account which you are not authorized to access; attempt to scan or test the vulnerability of FilmHobo's servers, system or network or attempt to breach FilmHobo's data security or authentication procedures; attempt to interfere with the Website or the Services by any means including, without limitation, hacking FilmHobo's servers or systems, submitting a virus, overloading, mail-bombing or crashing. Without limitation to any other rights or remedies of FilmHobo under these Terms of Service, FilmHobo reserves the right to investigate any situation that appears to involve any of the above, and may report such matters to, and cooperate with, appropriate law enforcement authorities in prosecuting any users who have participated in any such violations.

You agree to comply with the above conditions, and acknowledge and agree that FilmHobo has the right, in its sole discretion, to terminate your account or take such other action as we see fit if you breach any of the above conditions or any of the other terms of these Terms of Service. This may include taking court action and/or reporting offending users to the relevant authorities.

**5. Membership.** FilmHobo offers two tiers of memberships: Free and Premium.

*Free:*

HOB0 Membership. It will let you use parts of the Service, such as browsing videos on the Showcase page, and let you like or dislike those videos.

*Premium (paid):*

INDIE Membership. It will let you use the Service to: (a) Create SCENE and SHORT FILM projects and post videos of those projects onto the FilmHobo platform; (b) Apply for jobs on the FilmHobo platform; (c) Track members and projects; (d) Rate members and projects; (e) Use

production tools such as Sides, Auditions, Chemistry Room and Crew Select; (f) Have a personal page; (g) Communicate and collaborate with other premium members.

PRO Membership. It will let you use the Service to: (a) Create SCENE, SHORT FILM, PILOT and FEATURE projects and post videos of those projects onto the FilmHobo platform; (b) Apply for jobs on the FilmHobo platform; (c) Track members and projects; (d) Rate members and projects; (e) Use production tools such as Sides, Auditions, Chemistry Room and Crew Select; (f) Have a personal page; (g) Communicate and collaborate with other premium members.

COMP (Company) Membership. It will let you use the Service to: (a) Create SCENE, SHORT FILM, PILOT and FEATURE projects and post videos of those projects onto the FilmHobo platform; (b) Track members and projects; (c) Rate members and projects; (d) Use production tools such as Sides, Auditions, Chemistry Room and Crew Select; (e) Have a company's page with an option to list their employees and clients on it; (f) Communicate and collaborate with other premium members.

**6. Representations and Warranties.** You hereby represent and warrant to FilmHobo as follows:

a. Your Content, and each and every part thereof, is an original work by you, or you have obtained all rights, licenses, consents and permissions necessary in order to use, and (if and where relevant) to authorize FilmHobo to use, Your Content pursuant to these Terms of Service, including, without limitation, the right to upload, reproduce, store, transmit, distribute, share, publicly display, publicly perform, make available and otherwise communicate to the public Your Content, and each and every part thereof, on, through or via the Website, any and all Services and any third party services.

b. Your Content and the availability thereof on the Website does not and will not infringe or violate the rights of any third party, including, without limitation, any intellectual property rights, performers' rights, rights of privacy or publicity, or rights in confidential information.

c. You have obtained any and all necessary consents, permissions and/or releases from any and all persons appearing in Your Content in order to include their name, voice, performance or likeness in Your Content and to publish the same on the Website and via any third-party services.

d. Your release for participation in Projects and Content created on the website. If You apply for any project hosted on the Website, and You get attached to such project as a Cast, Filmmaker or Crew, You agree and irrevocably give permission to FilmHobo to use and display Your name, voice, performance, and likeness in such Project and/or Content created and being posted on

the FilmHobo website, as well as the right to use Your name, voice, performance, and likeness in FilmHobo marketing campaigns.

e. Your Content, including any comments that you may post on the Website, is not and will not be unlawful, offensive, abusive, libelous, defamatory, obscene, racist, sexually explicit, ethnically or culturally offensive, indecent, will not promote violence, terrorism, or illegal acts, or incite hatred on grounds of race, gender, religion or sexual orientation.

f. Your Content does not and will not create any liability on the part of FilmHobo, its subsidiaries, affiliates, successors, and assigns, and their respective employees, agents, directors, officers and/or shareholders.

FilmHobo reserves the right to remove Your Content, suspend or terminate your access to the Website and/or pursue all legal remedies if we believe that any of Your Content breaches any of the foregoing representations or warranties, or otherwise infringes another person's rights or violates any law, rule or regulation.

**7. Term.** This Agreement will remain in full force and effect while you use the Website and/or Service. You may terminate your membership and/or subscription at any time by contacting us or terminating your membership via Your Membership Settings. If you resign or cancel your membership and/or subscription, to help FilmHobo analyze and improve the Service, you may be asked to provide a reason for your resignation/cancellation. FilmHobo may terminate your membership and/or subscription for any reason by sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to FilmHobo. If FilmHobo terminates your membership in the Service because you have breached this Agreement, you will not be entitled to any refund of unused subscription fees. All decisions regarding the termination of accounts shall be made in the sole discretion of FilmHobo. FilmHobo is not required to provide you notice prior to terminating your membership and/or subscription. FilmHobo is not required, and may be prohibited, from disclosing a reason for the termination of your account. Even after your membership or subscription is terminated, this Agreement will remain in effect. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

**8. Membership and Payment Terms.** In addition to offering Hobo (free) membership, FilmHobo offers three types of Premium (paid) memberships: (a) Indie; (b) Pro; (c) Comp (Company). The terms of each premium membership (including features and pricing) can be found on the [Membership Page](#).

Features and Prices may change at FilmHobo's sole discretion. If there are any changes in prices, they will take effect at the end of the relevant subscription period and you will be notified prior to those changes take effect.

## *Refunds*

Every new premium member will have a grace (free) period of thirty (30) days to evaluate the Service for its validity. During that period, a new member can cancel membership without any financial obligation. After the grace period ends, and the member's credit card is charged there will be no refund given for any reason, even in the event when a member's membership is terminated by himself or FilmHobo. All sales are final, and failure to use the Service shall not entitle the account holders to any refunds.

## *Renewals*

At the end of each subscription period, subscription will automatically renew unless you chose not to. When a subscription is due to renew, FilmHobo will automatically take payment for the relevant membership price. In the event that FilmHobo is unable to collect payment, we may try to take payment a second time. In the event that we are unable to collect payment the second time, your membership will be terminated.

**9. Modifications to Service.** FilmHobo reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that FilmHobo shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**10. Blocking of IP Addresses.** In order to protect the integrity of the Services, FilmHobo reserves the right at any time in its sole discretion to block Members from certain IP addresses from accessing the Website.

**11. Content.** The Content of the Service may include videos, sound, photographs, graphics, text, forms, branding, collaborative features, social interaction, software, reports, and other materials provided by you, FilmHobo or a third-party (collectively, "Content").

a. **Proprietary Rights.** FilmHobo retains all proprietary rights on the Website and the Service. The Website contains the copyrighted material, trademarks, and other proprietary information of FilmHobo, and its licensors. Except where we have given you express written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. All content on FilmHobo is proprietary. Except where otherwise specified in this Agreement, all Content is copyrighted material of FilmHobo and for FilmHobo's Members' use only. Distribution of Content to others is strictly prohibited. You agree that FilmHobo would be irreparably harmed by any violation or threatened violation of this section and that, therefore, FilmHobo shall be entitled to an injunction prohibiting you from any violation or threatened

violation of this section, without posting bond, in addition to any other right or remedy it may have.

We may provide links to third party websites, and some of the content appearing on FilmHobo may be supplied by third parties. FilmHobo has no responsibility for these third-party websites nor for their content, which is subject to and governed by the Terms of Service and/or privacy policies, if any, of the applicable third-party content providers.

**b. Ownership of Your Content; Licenses.**

By providing Your Content to the Service, you grant to FilmHobo a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use that Content (including to reproduce, distribute, prepare derivative works, display and perform it) in connection with the Service and FilmHobo's (and its successors' and Affiliates') business, including for the purpose of promoting and redistributing part or all of the Service.

You also grant other users of the Service a worldwide, non-exclusive, royalty-free license to access your Content through the Service. This license does not grant any rights or permissions for a user to make use of your Content independent of the Service.

Any Content other than Your Content is the property of the relevant Uploader, and is or may be subject to copyright, trademark rights or other intellectual property or proprietary rights. Such Content may not be downloaded, reproduced, distributed, transmitted, re-uploaded, republished, displayed, sold, licensed, made available or otherwise communicated to the public or exploited for any purposes except via the features of the Website from time to time and within the parameters set by the Uploader on the Service or with the express written consent of the Uploader. Where you repost another user's Content, or include another user's Content in a set, you acquire no ownership rights whatsoever in that Content. Subject to the rights expressly granted in this section, all rights in Content are reserved to the relevant Uploader.

**12. Restrictions on Use of Materials.** You acknowledge that the FilmHobo website contains images, text, and other content (collectively, "Intellectual Property") that is protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Intellectual Property is copyrighted under the United States copyright laws (and, if applicable, similar foreign laws), and FilmHobo owns a copyright in the selection, coordination, arrangement and enhancement of such Intellectual Property. All trademarks appearing on the Website are trademarks of their respective owners. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Intellectual Property, in whole or in part. When Intellectual Property is downloaded to your computer, you do not obtain any ownership interest in such Intellectual Property. Modification of the Intellectual Property or use of the Intellectual Property for any other purpose, including, but not limited to, use of any Intellectual Property in printed form or on any



other website or networked computer environment is strictly prohibited unless you receive our prior written consent.

**13. Copyright Policy.** FilmHobo prohibits the submission or posting of any content that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity.

Pursuant to Title 17, United States Code, Section 512(c)(2) or for any other claim of copyright infringement, you hereby agree that notifications of claimed copyright infringement be sent to: [copyright@filmhobo.com](mailto:copyright@filmhobo.com)

If you believe that your intellectual property right (or such a right that you are responsible for enforcing) is infringed by any content on the Site, please write to FilmHobo at the email address shown above, giving a written statement that contains:

- a. identification of the copyrighted work and/or intellectual property right claimed to have been infringed;
- b. identification of the allegedly infringing material on the Site that is requested to be removed;
- c. your name, address, and daytime telephone number, and an e-mail address if available;
- d. a statement that you have a good faith belief that the use of the copyrighted work and/or exercise of the intellectual property right is not authorized by the owner, its agent, or the law;
- e. a statement that the information in the notification is accurate, and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of the right that is allegedly infringed; and
- f. the signature of the intellectual property right owner or someone authorized on the owner's behalf to assert infringement of the right.

FilmHobo will process any notice of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) 17 U.S.C. 512(c)(3) or other applicable copyright law. U.S. law provides significant penalties for submitting such a statement falsely. Under appropriate circumstances, persons who repeatedly submit infringing or unlawful material will be prohibited from posting further submissions.

**14. Liability for Content.** You hereby acknowledge and agree that FilmHobo (i) stores Content and other information at the direction, request and with the authorization of its users, (ii) acts merely as a passive conduit and/or host for the uploading, storage and distribution of such Content, and (iii) plays no active role and gives no assistance in the presentation or use of the Content. You are solely responsible for all of Your Content that you upload, post or distribute to, on or through the Website, and to the extent permissible by law, FilmHobo excludes all liability

with respect to all Content (including Your Content) and the activities of its users with respect thereto.

You hereby acknowledge and agree that FilmHobo cannot and does not review the Content created or uploaded by its users, and neither FilmHobo nor its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders has any obligation, and does not undertake or assume any duty, to monitor the Website for Content that is inappropriate, that does or might infringe any third party rights, or has otherwise been uploaded in breach of these Terms of Service or applicable law.

FilmHobo and its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders hereby exclude, to the fullest extent permitted by law, any and all liability which may arise from any Content uploaded to the Website by users, including, but not limited to, any claims for infringement of intellectual property rights, rights of privacy or publicity rights, any claims relating to publication of defamatory, pornographic, obscene or offensive material, or any claims relating to the completeness, accuracy, currency or reliability of any information provided by users of the Website. By using the Website, you irrevocably waive the right to assert any claim with respect to any of the foregoing against FilmHobo or any of its subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders.

**15. Repeat Infringers.** FilmHobo will suspend or terminate your access to the Websites if FilmHobo determines, in its sole and reasonable discretion, that you have repeatedly breached these Terms of Service.

If we receive a valid notification from a third party in accordance with our reporting processes or applicable law that any of Your Content infringes the copyright or other rights of such third party, or if we believe that your behavior is inappropriate and violates our Terms of Service, we will send you a written warning to this effect. Any user that receives more than two of these warnings is liable to have their access to the Websites terminated forthwith.

We will also suspend or terminate your account without warning if ordered to do so by a court, and/or in other appropriate circumstances, as determined by FilmHobo at its sole discretion.

Please note that we do not offer refunds to Members whose accounts are terminated as a result of repeated infringement of these Terms of Service.

**16. Limitation of Liability.** In no event shall FilmHobo be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the Website or Service, or use thereof. Nothing contained in this Website or in any written or oral communications from FilmHobo or its employees or agents shall be construed to make any promise, covenant, or guaranty, all of which are explicitly disclaimed hereby, contrary to the statements and disclaimers contained in this paragraph.

The content and functionality on the Website and the services provided by employees of the Website are offered "as is" without warranty of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. FilmHobo makes no warranties, express or implied, as to the ownership, accuracy, completeness or adequacy of the Website's content or that the functionality of the Website will be uninterrupted or error-free or free from virus or third-party attack. You hereby acknowledge that your use of the Website and the Service is at your sole risk. UNDER NO CIRCUMSTANCES SHALL FILMHOB0, ITS OFFICERS, OWNERS, EMPLOYEES OR AGENTS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM USE OF, OR INABILITY TO USE, THE WEBSITE OR SERVICE OR THE INFORMATION CONTAINED THEREIN, INCLUDING WITHOUT LIMITATION FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE WEBSITE, EVEN IF FILMHOB0 HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND REGARDLESS OF THE THEORY OF LIABILITY.

TO THE GREATEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL FILMHOB0 HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THE AGREEMENT, THE WEBSITE OR THE SERVICE, INCLUDING, BUT NOT LIMITED TO LOST PROFITS; LOST DATA; LOSS OF GOODWILL; COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT; WORK STOPPAGE; EQUIPMENT FAILURE OR MALFUNCTION; ILLEGAL, IMMORAL OR FRAUDULENT ACTIVITY; PERSONAL INJURY; PROPERTY DAMAGE; OR ANY OTHER DAMAGES OR LOSSES, EVEN IF FILMHOB0 HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH SUCH LIABILITY IS BASED.

**17. Indemnity by You.** You agree to indemnify and hold FilmHobo, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of or related to:

a. your use of the Service and/or Website in violation of this Agreement and/or arising from a breach of this Agreement including without limitation your representations and warranties set forth above;

b. any third-party claim of infringement of copyright or other intellectual property rights or invasion of privacy arising from the hosting of Your Content on the Website, and/or your making available thereof to other users of the Website, and/or the actual use of Your Content by other users of the Website or related services in accordance with these Terms of Service and the parameters set by you with respect to the distribution and sharing of Your Content;

c. any activity related to your account, either by you or by any other person accessing your account with or without your consent.

**18. Attorney Fees.** In the event that FilmHobo is successful in whole or in part in any action or proceeding related to or arising from this Agreement, you shall be responsible for FilmHobo's attorneys' fees and costs.

**19. Parental or Guardian Permission.** If you are under the age of 18, you represent that you have your parent or guardian's permission to use the Service. Please have them read this Agreement with you.

If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Service, you are subject to the terms of this Agreement and responsible for your child's activity on the Service.

**20. Privacy.** Use of the Website and/or the Service is also governed by our Privacy Policy, located at ([Privacy Policy](#)).

**21. Right to Monetize.** You grant to FilmHobo the right to monetize your Content on the Service (and such monetization may include displaying ads on or within Content or charging users a fee for access). This Agreement does not entitle you to any payments.

**22. Collaboration.** Any project posted or created using the Service is a collaborative effort, as a team, cast or a crew member you understand and agree that the project you are in, may not (by different circumstances) result in creation of the final product (video); and you understand and agree that FilmHobo and its Service is not responsible for the failure to produce that video or to finish that project.

**23. Rating and Feedback.** As an Indie, Pro or Company Member, you may be able to rate and/or provide feedback directly to other premium members. You must always act in an honest and constructive way when giving any feedback or rating, and you must not post unfair, inaccurate or defamatory statements about other members of the FilmHobo community.

You agree that you may be rated by other members and you may receive a negative feedback or low rating for your work using the Service. If that happens, you acknowledge and agree to disclaim any liability or claim against FilmHobo in respect of any review or rating.

If for any reason, the project you participated in was deleted, your rating associated with that project may stand. You understand and agree that your rating cannot be deleted or be adjusted in that matter.

If you believe that a comment and/or rating is unfair, misleading or libelous, you may contact FilmHobo for review. In this situation, you agree and accept any judgement FilmHobo may apply in respect of the disputed comment or rating, and you irrevocably agree that any judgement by FilmHobo shall be binding in full and shall not be capable of challenge by any other person including without limitation by any court.

#### **24. Removing Your Content.**

- (a) You may remove your Content (Video) from the Service at any time unless your Video has been posted onto the Screening Room for the premium members to rate it, or it (the Video) has advanced into the Showcase. You understand and agree that if you click Post the Video on your Team's production page, you may not be able to remove it.
- (b) If we reasonably believe that any Content is in breach of this Agreement or may cause harm to FilmHobo, our users, or third parties, we may remove or take down that Content at our discretion.

**25. Jurisdiction and Choice of Law; Dispute Resolution.** If there is any dispute arising out of the Website and/or the Service, by using the Website and/or Service, you expressly agree that any such dispute shall be governed by the laws of the State of Massachusetts, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Massachusetts, for the resolution of any such dispute. Acceptance of the terms and conditions of this Agreement constitutes your consent to be sued in such courts and to accept service of process outside the State of Massachusetts with the same force and effect as if such service had been made within the State of Massachusetts. You hereby agree to accept service of process for any action hereunder by certified mail return receipt requested which service shall have the same force and effect as though service had been effected by personal service in the applicable jurisdiction. If any part of these terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

**26. No Third-Party Beneficiaries.** You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

**27. Availability Outside the U.S.** If you access FilmHobo from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. If you access the Website from outside of the United States, you acknowledge that any personal information you provide will be processed in the United States and other geographies as selected by us in our sole discretion, and you hereby consent to the collection and processing of your personal information in a manner consistent with this Agreement and the Privacy Policy.

**28. Entire Agreement.** This Agreement contains the entire agreement between you and FilmHobo regarding the use of the Website and/or the Service.

**29. Severability; Waiver.** If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. In addition, FilmHobo's failure to enforce any term of this Agreement shall not be deemed as a waiver of such term or otherwise affect FilmHobo's ability to enforce such term at any point in the future.

Effective as of August 20, 2021