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Effective August 1st, 2020

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The "Terms of Service" includes this document and any and all exhibits, enrollment forms, price schedules, as well as terms or instructions displayed on a screen on this Site, and any procedures or policies applicable to the use of this Site all as may be amended from time to time ("Terms of Service").

These Terms of Service shall govern your use of this Site, which also includes but is not limited to any of products and services displayed, offered or described on this Site. You must agree to abide by all of the terms and conditions of this Terms of Service to use this Site. If you do not agree, you may not use this Site or obtain products or services through it.

Sickboat's primary means of communication with its users is through the electronic means. As a result, you are obligated to maintain an active, valid e-mail address on file at all times. Sickboat may use that or other electronic means (including any that you have designated) to provide you with information or notices.

Sickboat is not obligated to communicate with you or give you notice by telephone, by fax, or through the US Postal Service, overnight couriers or other paper based means.

Any communications or other information may be sent to you electronically, at Sickboat's option, either:

- to your email address,
- by posting the information on the Site and sending you a notice to your email address telling you that the information has been posted and providing instructions on how to view it, or
- to the extent permitted by law, by posting the information to the Site.

If you wish to communicate with Sickboat, you may do so by sending an email to info@sickboat.com (<mailto:info@sickboat.com>)

Change or modification of terms. Except as otherwise required by law, Sickboat may in its sole discretion change or modify the terms of this Terms of Service from time to time, and at any time. This may include adding new or different terms to this Terms of Service. It may also include removing terms from these Terms of Service. Changes will not apply retroactively. When changes are made, Sickboat will update these Terms of Service by giving you notice through the electronic means described above.

All changes will be effective thirty days after notice as described above. In any event, your continued use of the Site or any products or services related to or connected with the Site after Sickboat provides you notice constitutes your agreement to the amended Terms of Service.

Your signature on (or acknowledgment of) these Terms of Service, your use of this Site or your acceptance of a user name, password or access token, or any use or purchase of any product or service constitutes your agreement to the terms and conditions of these Terms of Service in their entirety.

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In any case, to allow you and the others who use this Site to be able to enjoy a courteous and respectful environment, Sickboat asks you to promote and respect that courteous and respectful environment in your use of the Site and your communication with the Site and other users. Please observe the common sense rules listed below. If you fail to do so, in Sickboat's sole discretion, Sickboat may suspend or terminate your use of the Site and any access to it (which may include one or more accounts).

- Do not post, communicate or permit any messages that are obscene, vulgar, sexually-oriented, hateful, offensive, threatening, libelous, slanderous or in any manner unlawful.
- Do not direct a personal insult at or about another user of the Site, at the Site itself, any Sickboat personnel or any other person or organization.
- Do not impersonate or imitate any other person, or misrepresent yourself or your affiliation with any other person or organization.

More About Product And Services

Sickboat will make available various products and services to you through the Site. Sickboat attempts to be as accurate as possible. However, Sickboat does not warrant that product descriptions or other content of any Sickboat product or service is accurate, complete, reliable, current, or error free.

If a product offered by Sickboat is not as described, your sole remedy is to return it in unused condition.

Sickboat may change, suspend, limit or discontinue any aspect of any or all of its products and services at any time, including but not limited to, any pricing, the availability of one or more features, or other features. Sickboat may do so without prior notice or liability therefor.

Risk of loss. All items purchased from Sickboat or through this Site are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Returns, refunds and title

Sickboat's policies regarding returns and refunds are displayed on the Site. Sickboat reserves the right to change those policies from time to time without notice.

In event of a return, Sickboat does not take title to returned items until the item arrives at our fulfillment center. The items must be returned to Sickboat within 15 days of the date of delivery.

Certain returns are unnecessary. At our discretion, a refund may be issued without requiring a return. In this situation, Sickboat does not take title to the refunded item. Contact Sickboat at info@sickboat.com (<mailto:info@sickboat.com>).

Order Processing and Shipping

All order will be processed and shipped out within 3-5 business days of the order. In the case of a delay due to unusual circumstances, Sickboat will notify the customer within 2 business days from time of the order.

Miscellaneous

The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these Terms of Service, the Site or any products or services. All claims arising out of or relating to these Terms of Service, the Site or any products or services will be litigated exclusively in the federal or state courts of Orange County, California, USA, and you and Sickboat consent to personal jurisdiction in those courts.

All notices or communications or other information required hereunder shall be provided to you using the electronic means described in Section 2. Sickboat is only obligated to provide you with notice at your last known email address and will not be responsible for any emails which are misdirected or fail to deliver.

The Terms of Services constitutes the entire understanding and agreement between you and Sickboat with respect to the Site and transactions and relationships contemplated herein and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof, all of which are merged herein.

No waiver of any provision of this Terms of Service or any rights or obligations of either party hereunder shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

Sickboat shall not be responsible for delays or failures in performance to the extent (but only for the duration) that it hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.

If any provision of this Terms of Service is found invalid or unenforceable pursuant to judicial decree or decision, that portion of this Terms of Service shall be severed and the remainder of these Terms of Service shall remain valid and enforceable according to its terms.

Privacy Statement

This policy was last updated on April 15, 2016

This Privacy Statement explains the data collection and use practices of the Sickboat web site (the "Site"). By visiting the Site, you are consenting to the information collection and use practices described in this Privacy Statement.

Collection Of Your Personal Information

We collect information two different ways. We collect the information you provide to us. We also collect the information about the services that you use and how you use them.

Information you provide. You can visit the Site to read information regarding Sickboat and its products, services, and various other topics without revealing any personal information. Sickboat will ask you when it needs information that personally identifies you or allows Sickboat to contact you to provide a service or carry out your request(s). The personal information Sickboat collects may include your name, title, company or organization name, email address, telephone, work or home address, and credit card information. It may collect other information as well. Some of this information may be required before Sickboat will respond to your request or provide you with a product or service.

Information from your visits. The Site will collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you gain access to the Internet; the date and time you visit the Site; the web browser you are using (along with your computer's operating system); the pages that you view while at the Site and the Internet address of the web site from which you linked directly to the Site and similar or related information. In doing so, Sickboat may employ different devices or techniques, such as pixel tags and cookies. This information is used to improve your user experience, to improve the overall quality of the Site and our services. help improve the Site, improve our marketing efforts, analyze trends, and administer the Site. Sickboat may use third parties to assist it with collecting and analyzing this information.

Use Of Your Personal Information

The personal information collected on this Site will be used to operate the Site and to provide the information, products and services you may be interested in. In addition we use the personal information to carry out the transactions you have request or authorize. We may use your personal information to provide you with important information about the product or service that you are using, including critical updates and notifications.

- In support of these uses, we may use personal information to provide you with more effective customer service, to improve the Site, or to improve any related products or services.
- We do engage third parties to assist us in the management of the Site, including site hosting, along with other third parties who provide us with other services such as sending information about our products and services. As a result

we will provide them with the necessary personal information to accomplish those objectives.

- Sickboat may disclose personal information with outside third parties if required to do so by law or in the good faith belief that such action is necessary to (a) conform to the applicable law, regulation, legal process or enforceable governmental request; (b) protect and defend Sickboat's rights or property; (c) enforce the Terms of Service or other rights Sickboat may have; or (d) protect against harm to the rights, property or safety of Sickboat, our users or the public as required or permitted by law.

Control Of Your Personal Information

Except as otherwise described in this Privacy Statement, personal information you provide on the Site will not be shared outside of Sickboat, its affiliates or partners without your permission.

The Site may send out periodic e-mails informing you of technical service or security issues related to a product or service you requested, or confirming you requested a product or service. In some services offered by the Site, contact with the customer is an intrinsic part of the service. You will not be able to choose to unsubscribe to these mailings, as they are considered an essential part of the service(s) you have chosen.

Review Your Personal Information/Make Comments

If you would like to review the information about you that we have collected through our website, or to change that information, you can make that request by contacting us electronically at info@sickboat.com (<mailto:info@sickboat.com>). We may require that you verify your identity before we process your request.

If you would like to make a comment to Sickboat, you may do so at info@sickboat.com (<mailto:info@sickboat.com>).

Do Not Track (DNT) Browser Settings

Some browsers, plug-ins and other mechanisms have the setting for "do not track" or "DNT". When this Site receives a DNT signal or setting it does not override that setting. You will not be treated differently if you have that setting, however, the website itself may function in a different way.

Security Of Your Personal Information

Sickboat employs a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure.

Protection Of Children's Personal Information

The Site is a general audience site and does not knowingly collect any personal information from children.

Use Of Cookies

Sickboat uses cookies as part of its management of this Site. Cookies are small files that are stored on your computer. Cookies are created when you use your browser to visit a website that uses cookies to keep track of your movements within the site, help you resume where you left off, remember your registered login, theme selection, preferences, and other customization functions. One of the primary purposes of cookies is as a convenience to save you time. For example, if you personalize a web page, or navigate within a web site, a cookie helps the site to recall your specific information on subsequent visits.

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This Privacy Statement does not cover the use of information that those third parties themselves may have gathered from you.


No Representation Or Warranty

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Changes To This Statement

We may occasionally update this Privacy Statement. When we do, we will also revise the “last updated” date at the top of the Privacy Statement. For material changes to this Privacy Statement, we will notify you by posting our updated Privacy Statement on the Site and inserting a new “Effective Date.” We encourage you to periodically review this Privacy Statement to stay informed about how we are helping to protect the personal information we collect. Your continued use of the service constitutes your agreement to this Privacy Statement and any updates.

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 info@sickboat.com
(mailto:info@sickboat.com)



COMPANY SERVICES PRODUCTSRESOURCES

- AFFILIATE PROGRAM (HTTPS://SICKBOAT.COM/PAGES/AFFILIATE-PROGRAM) (/PAGES/CONTENT-CREATION)
- ABOUT (/PAGES/ABOUT)
- FAQ (/PAGES/FAQ) (/PAGES/POSTBUNDLES)
- CAREERS (/PAGES/FREELANCE-TEAM-VIDEO)
- PRESS (/PAGES/PRESS)
- POST AUDIO TEXTURES (/PAGES/POST-PRODUCTION-AUDIO-DESIGN)
- GRAPHIC DESIGN (/PAGES/GRAPHIC-DESIGN)
- LUTS / COLOR (/COLLECTIONS/LUTS)
- LOGO ANIMATION (/PAGES/BEST-LOGO-ANIMATION-SERVICE)
- PHOTOPOPULAR
- BLOG (/BLOGS/BLOG)
- FILM DIRECTORY (/PAGES/THE-ULTIMATE-DIRECTORY-OF-FILMMAKING-RESOURCES)
- FILM GLOSSARY (/PAGES/GLOSSARY-OF-ESSENTIAL-FILM-TERMS)
- TUTORIALS (/PAGES/TUTORIALS)
- PHOTOSHOP
- ALL POSTS (HTTPS://SICKBOAT.COM/PAGES/ALL-BLOG-POSTS)
- CREATIVE ASSETS (/PAGES/CREATIVE-ASSETS)
- TEMPLATES (/COLLECTIONS/TEMPLATES)

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