

Terms of Use Agreement

This Terms Of Use Agreement (“Agreement”) by and between Seth Eaton (“Seth”) and you governs your use of the Prizm website, application, and services (collectively, the “Services”). All users of the Services must abide by the terms of this Agreement and the terms of Prizm’s Privacy Policy (this Agreement, and the Privacy Policy are collectively referred to as “Policies”).

By using the Services, you represent to us that you are at least 18 years old, and you hereby consent to, and have effectively executed, the Policies. Users of the Services are referred to herein as “users”, “you”, “Buyer” or “Seller” depending on context.

Seth shall have the right to make changes to the Policies at any time. When RightsLedger makes a material change to any of its Policies, it will inform you. Updated versions of Prizm’s Policies will be posted on its website and are effective immediately upon being posted. Please review Prizm’s Policies regularly. Continued use of the Services after a change in any of Prizm’s Policies constitutes your consent to such change.

Prohibited Items

Prizm reserves the right to refuse, remove, or issue a negating entry against, any content at its sole discretion. Prohibited types of content that are subject to removal include, but are not limited to, obscene content, defamatory content, pornographic or sexually explicit content, legally confidential content, trade secret content, national security content, and content that appeals to a prurient interest.

Indemnity

You shall defend, indemnify, and hold harmless Seth from and against any and all third party claims, actions, suits, investigations, governmental actions, liabilities, judgments, demands, losses, damages, costs or expenses, including reasonable attorneys’ fees, arising out of any breach of this Agreement including breach of any warranty by you.

Copyright / Intellectual Property Violation

Unauthorized copying, distribution, modification, public display, or public performance of copyright protected works is an infringement of the copyright holder’s rights. You agree that you will not use the Services to infringe the intellectual property rights of Prizm or any third party.

You must not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notice of ownership or attribution from any originals or copies of the Registered Content or any content transferred to a Seller.

Limitation Of Liability:

IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER

PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS) PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, USE OF RIGHTSLEDGER'S WEBSITE OR THE SERVICE, EVEN IF THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

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, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Applicable Law

Seth's site is controlled by Seth in the United States. As such, the laws of the United States govern this Agreement with regard to Federal issues and the laws of the State of California govern this Agreement with regard to State issues without giving effect to any principles of conflicts of laws.

You agree to comply with all laws from the country in which you reside that are applicable to the transmission of data on the Internet, including, but, not limited to laws governing the use of encryption and laws governing the transmission of data across international boundaries, into prohibited countries, and containing personally identifiable information.

Any legal action or proceeding relating to your access to, or use of, Prizm or the Services, or this Agreement shall be instituted in a state or federal court in Los Angeles, California. You and Seth agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

Waiver And Severability

The failure of Prizm to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. To the extent that any provision in this Agreement shall be found to be unenforceable, such provision shall be modified in such a manner so as to make this Agreement as modified, legal and enforceable under applicable laws and the balance of the provisions of this Agreement shall not be affected thereby.