

Pure Flix Terms of Use

Effective Date: December 21, 2020. Prior versions of these terms are available [here](#).

INTRODUCTION

Please read these Terms carefully before using our websites and any online services, software or apps (the “Service”) provided by AFFIRM Entertainment, Inc. (“Pure Flix”, “we”, or “us” or “our”), a subsidiary of Sony Pictures Entertainment Inc. By accessing or otherwise using the Service in any manner, you agree to the then posted Terms and any applicable Additional Terms, to be bound by them, and that you have read and understood them. You also acknowledge, agree and consent to our data practices as described in our [Privacy and Cookies Policy](#) and any Children’s Privacy Policy posted on the applicable portion of the Service.

These Terms affect your legal rights, responsibilities and obligations and govern your use of the Service, are legally binding, limit Pure Flix’s liability to you and require you to indemnify us. **If you do not wish to be bound by these Terms and any Additional Terms, do not use the Service and uninstall Service downloads and applications.**

ADDITIONAL TERMS

In some instances, additional or different terms, posted on the Service, apply to your use of certain parts of the Service (individually and collectively “**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, these Terms will control unless the Additional Terms expressly state otherwise. Please see the Terms of Sale for information governing your subscription to Pure Flix.

UPDATES TO THESE TERMS AND ADDITIONAL TERMS

We may prospectively change these Terms and Additional Terms by posting new or changed terms on the Service as more fully explained [here](#).

QUICK LINKS

We have summarized some (but not all) of the main topics of these Terms below. The complete provisions, and not the headings or summaries govern.

Grants and Limitations of Rights

- We only grant you a limited revocable license to use the Service subject to rules and limitations. [More](#)
- You grant us a broad license to the content you submit and to your profile. You retain ownership of and responsibility for your content. We have the right to manage our Service to keep its content appropriate. [More](#)
- Your use of our Service is subject to various restrictions designed to protect the Service and users. [More](#)

Limitations on Your Remedies

- We disclaim most warranties and provide the Service “As Is”. [More](#)
- Our liability is greatly limited. [More](#)
- You waive equitable or injunctive relief. [More](#)

Availability of Service

- We may change or discontinue our Service, or your right to access it, in whole or in part. [More](#) Our Service is made available from the U.S.A. [More](#)

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1. OWNERSHIP AND YOUR RIGHTS TO USE THE SERVICE AND CONTENT.

A. **Ownership.** The Service and all of its content ("**Content**"), including all copyrights, patents, trademarks, service marks, trade names and all other intellectual property rights therein ("**Intellectual Property**"), are owned or controlled by Pure Flix, our licensors, and certain other third parties. All right, title, and interest in and to the Content and Intellectual Property available via the Service is the property of Pure Flix, our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. Pure Flix owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

B. Your Rights to Use the Service and Content.

(i) Your right to use the Service and content is subject to your strict compliance with these Terms and the Additional Terms. Your right to access and use the Service and the Intellectual Property shall automatically terminate upon any violations. These rights are non-exclusive, limited, and revocable by us at any time in our sole discretion without advance notice or liability. As your right to access and use the Service and the content is personal to you, you may not assign nor transfer your right; any attempt to do so is void. You may, for your personal, non-commercial, lawful use only (collectively, the following are the "**Pure Flix Licensed Elements**"):

(1) Display, view, use, and play the content on a computer, mobile or other internet enabled or permitted device ("**Device**") and/or print one copy of the content (excluding source and object code in raw form or otherwise) as it is displayed to you;

(2) Stream the content using any of the widgets and/or other digital streaming internet video players, if any, provided on the Service (any such widget or other digital streaming Internet video player referred to as a "**Service Widget**");

(3) Cut and paste certain code expressly made available to you through the Service (whether such functionality is designated as "sharing" functionality or not) in order to embed, re-publish, maintain, and/or display the specific content to which such code relates on your own personal, customized social networking Web page(s), Web blog(s), or microblog(s) (collectively, your "**Personal Social Media**"), and/or, if the Service provides "widget grabbing and embedding" functionality, to "grab" a Service Widget and embed, re-publish, maintain, and/or display such Service Widget on your Personal Social Media;

(4) Cut and paste certain code expressly made available to you through the Service, and/or if the Service provides "widget grabbing and embedding" functionality, to "grab" a Service Widget, to forward, as applicable, such code and/or Service Widget to your friends, so that they can view the Service content contained therein, and/or if, they so desire, so that they themselves may embed the forwarded piece of code or Service Widget on their own Personal Social Media or re-forward it to their own friends;

(5) If the Service includes a "Send to Friend" or similar tool that allows you to initiate and send to one of your friends an email communication that includes content, and the tool is operational, use the tool to request that the Service's servers convey your message to your friend on your behalf;

(6) If the Service includes a "Download" link next to a piece of content (including, without limitation, an image, an icon, a wallpaper, a music track, a video, a trailer, an RSS feed), you may only download a single copy of such content to a single Device;

(7) Download, install and use one copy of any software, including apps, that we make available on or through the Service ("**Software**") on your Device in machine-executable object code form only and make one additional copy for back-up purposes; provided, however, that you understand and agree that (i) by allowing you to download the Software, Pure Flix does not transfer title to the Software to you (i.e., you own the medium on which the Software is recorded, but the Software's owner (which may be Pure Flix and/or its third party Software licensor) will retain full and complete title to such Software); (ii) you may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software without the prior written consent of Pure Flix; (iii) you may not assign, rent, lease, or lend the Software to any person or entity and any attempt by you to sublicense, transfer, or assign the Software will be void and of no effect; and (iv) you may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law;

(8) If made available to you, obtain a registered personal account (and/or related username and password) on the Service and interact with other Service users as part of Service-based chat rooms, message boards, social media networks, online multiplayer games and/or other activities or similar services offered on the Service;

(9) Link to the Service from a website or other online service, so long as: (a) the links only incorporate text, and do not use any Intellectual Property, (b) the links and the content on your website do not suggest any affiliation with Pure Flix or cause any other confusion, and (c) the links and the content on your website do not portray Pure Flix or its products or services in a false, misleading, derogatory, or otherwise offensive manner, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to Pure Flix. Pure Flix reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party; and

(10) Use any other functionality expressly provided by Pure Flix on or through the Service for use by users, subject to these Terms (including, without limitation, functionality to create and/or User-Generated Content (as defined below)) and any applicable Additional Terms.

C. Rights of Others. In using the Service, you must respect the intellectual property and rights of others and Pure Flix. Your unauthorized use of content may violate the rights of others and applicable laws, and may result in your civil and criminal liability. If you believe that your work has been infringed via the Service, see [Section 5](#) below.

D. Reservation of all Rights Not Granted as to Content and Service. These Terms and any applicable Additional Terms include only narrow, limited grants of rights to use and access the Service and content. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY PURE FLIX AND ITS LICENSORS AND OTHER THIRD PARTIES. Any unauthorized use of any content or the Service for any purpose is prohibited.

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2. CONTENT YOU SUBMIT

A. User-Generated Content.

(i) **General.** Pure Flix may now, or in the future, offer users of the Service the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Service, or on or in response to our pages or posts on any third party platforms or in connection with any of our promotions by any media or manner, or otherwise submit to us (e.g., on our Facebook or other social media pages, in response to our tweets, through a sweepstakes or contest, or by mail) (collectively, "**submit**") messages, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other

information or materials and the ideas contained therein (collectively, but excluding Pure Flix Licensed Elements included therein, "**User-Generated Content**" or "**UGC**"). You may submit UGC through your profile, forums, blogs, message boards, social networking environments, content creation tools, gameplay, social communities, contact us tools, email, and other communications functionality. Except to the extent of the rights and license you grant in these Terms and, subject to any applicable Additional Terms, you are responsible for and retain whatever legally cognizable right, title, and interest that you have in your UGC.

(ii) **Non-Confidentiality of Your User-Generated Content.** Except as otherwise described in the Service's posted [Privacy and Cookies Policy](#), or any applicable Additional Terms, you agree that (a) your UGC will be treated as non-confidential and non-proprietary by us – regardless of whether you mark them "confidential," "proprietary," or the like – and will not be returned, and (b) to the maximum extent not prohibited by applicable law, Pure Flix does not assume any obligation of any kind to you or any third party with respect to your UGC. Upon request, you will provide documentation necessary to authenticate rights to such content and verify your compliance with these Terms or any applicable Additional Terms. You acknowledge that the Internet and mobile communications may be insecure and subject to breaches of security; accordingly, you acknowledge and agree that your UGC is submitted at your own risk.

In your communications with Pure Flix, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, "**Unsolicited Ideas and Materials**"). Any Unsolicited Ideas and Materials you submit are deemed UGC and licensed to us as set forth below. In addition, Pure Flix retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Pure Flix's receipt of your Unsolicited Ideas and Materials is not an admission by Pure Flix of their novelty, priority, or originality, and it does not impair Pure Flix's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

(iii) **License to Pure Flix of Your UGC.** Except as otherwise described in any applicable Additional Terms (such as a promotion's official rules) which specifically govern the submission of your UGC, and except as prohibited by applicable law, you hereby grant Pure Flix the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your UGC (and derivative works thereof), 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. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such UGC and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any UGC for any purposes whatsoever, including developing, producing, and marketing products and/or services. You understand that in exercising such rights metadata, notices and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to Pure Flix to your UGC, you also hereby grant to Pure Flix, and agree to grant to Pure Flix, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any UGC, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral and author's rights (including attribution and integrity) that you may have in any UGC, 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 (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 2.A(iii).

(iv) **Pure Flix's Exclusive Right to Manage Our Service.** Pure Flix may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your UGC, and Pure Flix may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of

UGC without notice or any liability to you or any third party in connection with our operation of UGC venues in an appropriate manner. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms. Such UGC submitted by you or others need not be maintained on the Service by us for any period of time, and you will not have the right, once submitted, to access, archive, maintain, change, remove, or otherwise use such UGC on the Service or elsewhere, except that California minors have certain rights to have certain content about them that they have themselves posted on the Service prospectively removed from public display as provided for in the [Privacy and Cookies Policy](#).

(v) **Representations and Warranties Related to Your UGC.** Each time you submit any UGC, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any UGC you submit, and that, as to that UGC, (a) you are the sole author and owner of the intellectual property and other rights to the UGC, or you have a lawful right to submit the UGC and grant Pure Flix the rights to it that you are granting by these Terms and any applicable Additional Terms, all without any Pure Flix obligation to obtain consent of any third party and without creating any obligation or liability of Pure Flix; (b) the UGC is accurate; (c) the UGC does not and, as to Pure Flix's permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and (d) the UGC will not violate these Terms or any applicable Additional Terms, or cause injury or harm to any person.

(vi) **Enforcement.** Pure Flix has no obligation to monitor or enforce your intellectual property rights to your UGC, but you grant us the right to protect and enforce our rights to your UGC, including initiating actions in your name and on your behalf (at Pure Flix's cost and expense, to which you hereby consent and irrevocably appoint Pure Flix as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

B. **Appropriate content and Alerting Us of Violations.** We expect UGC to be appropriate for a general audience, but do not undertake to monitor it, and you consent to potentially encountering content you find offensive or inappropriate. For alleged infringements of intellectual property rights, see [Section 5](#).

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3. RESTRICTIONS ON THE USE OF THE SERVICE AND CONTENT

A. **Service Use Restrictions.** You agree that you will not: (i) use the Service for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Intellectual Property; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Pure Flix; (iv) to the maximum extent not prohibited by applicable law, decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Service by any means whatsoever or modify any Service source or object code or any Software or other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user's access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, Pure Flix, or other users of the Service; (vi) interfere with or circumvent any security feature (including any digital rights management mechanism, device or other content protection or access control measure) of the Service or any feature that restricts or enforces limitations on use of or access to the Service, the content, or the UGC; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms.

B. Content Use Restrictions. You also agree that, in using the Service, you: (i) will not monitor, gather, copy, or distribute the content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, “bot”, spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) will not frame or utilize framing techniques to enclose any such content (including any images, text, or page layout); (iii) will keep intact all trademark, copyright, and other intellectual property notices contained in such content; (iv) will not use such content in a manner that suggests an unauthorized association with any of our or our licensors’ products, services, or brands; (v) will not make any modifications to such content (other than to the extent of your specifically permitted use of the Pure Flix Licensed Elements, if applicable); (vi) will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such content in any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of Pure Flix or, in the case of content from a licensor, the owner of the content; and (vii) will not insert any code or product to manipulate such content in any way that adversely affects any user experience.

C. Availability of Service and Content. Subject to the applicable provisions of any Additional Terms, Pure Flix, in its sole discretion without advance notice or liability, may immediately suspend or terminate the availability of the Service and/or content (and any elements and features of them), in whole or in part, for any reason, in Pure Flix’s sole discretion, and without advance notice or liability.

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4. CREATING AN ACCOUNT

A. If you register with us or create an account, you are solely responsible and liable for the security and confidentiality of your access credentials and for restricting access to your Device and for all activity under your account. Passwords must be personal, and your unique username (or email address) must not violate the rights of any person or entity, or be offensive. We may reject the use of any password, username, or email address at any time for any reason in our sole discretion. You are solely responsible for your registration information and for updating and maintaining it. You will immediately notify us [here](#) of any unauthorized use of your account, password, or username, or any other breach of security. You will not sell, transfer, or assign your account or any account rights.

B. Accounts may only be set up by an authorized representative of the individual that is the subject of the account. We do not review accounts for authenticity, and are not responsible for any unauthorized accounts that may appear on the Service. For any dispute as to account creation or authenticity, we shall have the sole right, but are not obligated, to resolve such dispute as we determine appropriate, without notice. Pure Flix may shut down any account Pure Flix deems in its sole discretion to be unauthorized.

C. In order to access certain features of the Service, and to post any content on the Service, you will have to create a Pure Flix account and become a member. The Service is not intended to be used by children without involvement and approval of a parent or guardian. If you are under the age of 18, you are not permitted to subscribe to Pure Flix or provide your personal information to the Service. Member-only features may include, but are not limited to, creating an account, posting comments, posting reviews, watching subscriber-exclusive videos, and adding shows to queue.

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5. PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT

If you believe that any user-generated content appearing in a Pure Flix Service violates your copyrighted work or that your submitted content has been wrongfully removed from a Service, you may contact Pure Flix for an

infringement claim or counter-claim, respectively, in accordance with the Digital Millennium Copyright Act of 1998 (“DMCA”).

In compliance with the DMCA your notification or counter notification, to be effective, must be in writing, sent to Pure Flix’s Designated Copyright Agent as specified below, and include the following information:

your physical or electronic signature of the person authorized to act on behalf of the copyright owner;

identification of the material that has been infringed and the location where the material appears or, in the case of a counter notification, identification of the material that has been removed or to which access has been disabled and the location where the material previously appeared;

a statement under penalty of perjury that the use of the material is not authorized by the copyright owner, its agent, or at law or, in the case of a counter notification, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

your name, address, and telephone number and a statement that you consent to the jurisdiction of the Federal District Court in the district in which your address is located (or in the Central District of California, for addresses outside the USA) and, in the case of a counter notification, you agree to accept service of process from the person who submitted the original infringement notification that resulted in the materials being removed (or an agent of such person) in the event he or she elects to file suit.

By submitting an infringement notification or a counter notification, you acknowledge and agree that Pure Flix may forward your notification and any related communications to the person who posted the material identified or submitted the original infringement notification that resulted in the removal of your user-generated content or to other third parties.

Pure Flix Designated Copyright Agent
Content Protection Group
10202 West Washington Blvd.
Culver City, California 90232

Phone Number of Pure Flix Designated Copyright Agent:
310-244-3450

Fax Number of Pure Flix Designated Copyright Agent:
310-244-1742

E-Mail of Pure Flix Designated Copyright Agent:
Copyright_Agent@spe.sony.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEY’S FEES.

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6. NOTICES

A. You agree that we may give you notices or otherwise respond to you by mail or to your email (if we have it on file) or in any other manner reasonably elected by us. All legal notices to us must be sent to: AFFIRM Entertainment, Inc., 18940 N. Pima Road, Suite 110, Scottsdale, Arizona 85255 (Attn: Notices).

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7. THIRD-PARTY SERVICES; ADVERTISEMENTS; DEALINGS WITH THIRD PARTIES

A. Third-Party Content and Sites; Advertisements. The Service may contain third party plug-ins, applications, ads, tools and/or other content, and/or links to third-party websites or other services that are not owned, controlled or operated by Pure Flix, including services operated by advertisers, licensors, licensees, and certain other third parties who may have business relationships with Pure Flix (collectively, "**Third-Party Services**"). We may also host our content, apps, and tools on Third-Party Services. Pure Flix has no control over the content, operations, policies, terms, or other elements of Third-Party Services, and does not assume any obligation to review them. Pure Flix does not necessarily review, endorse, approve, or sponsor any Third-Party Services, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, Pure Flix is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Third-Party Services. PURE FLIX WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR SPECIAL LOSS, OR OTHER DAMAGE, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, DEFAMATION, INFRINGEMENT OF COPYRIGHT, OR OTHER INTELLECTUAL PROPERTY RIGHTS, CAUSED BY THE EXHIBITION, DISTRIBUTION, OR EXPLOITATION OF ANY INFORMATION OR CONTENT CONTAINED WITHIN THESE THIRD-PARTY SERVICES. Any activities you engage in connection with Third-Party Services are subject to that Third-Party Services' privacy policy and terms of use which you should read before engaging in such activities.

B. Apple and Other Platforms and Devices. If you are accessing or using the Service through Apple, Android, or other third-party platforms or services, those Third-Party Services' own terms and policies apply to such access and usage. Without limitation, Additional Terms for Apple Users can be found [here](#) which are applicable to you and are incorporated into these Terms by this reference.

C. Dealings with Third Parties. Any interactions, correspondence, transactions, or dealings you have with any third parties found on or through the Service (including on or via Third-Party Services or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). Pure Flix disclaims all liability in connection therewith.

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8. DISPUTES AND DISPUTE RESOLUTION

A. Forum Selection/Jurisdiction. Except where prohibited by the laws of your jurisdiction (which may include Quebec), jurisdiction and venue for any controversy, allegation, or claim arising out of or relating to the Service, the content, your UGC, these Terms, or any applicable Additional Terms, whether before the Effective Date of these Terms or after arising (collectively, "**Dispute**") shall be in Los Angeles, CA. Each party submits to personal jurisdiction and venue in Los Angeles, CA for any and all purposes.

B. Limitation on Injunctive Relief. AS PERMITTED BY APPLICABLE LAW IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, UGC, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY ANY PURE FLIX PARTY (INCLUDING YOUR LICENSED UGC) OR A LICENSOR OF ANY PURE FLIX PARTY. Without limiting the generality of the forgoing, you hereby irrevocably waive any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the production, distribution, exhibition, or other exploitation of any motion picture, production or project related to Pure Flix, its parents, subsidiaries, and affiliates, or the use, publication or dissemination of any advertising in connection with such motion picture, production, or project.

C. **Governing Law.** Unless the laws of your jurisdiction require that those laws govern (which may include Quebec), these Terms and any applicable Additional Terms, Dispute and IP Disputes, and any other claim brought by you against Pure Flix or by Pure Flix against you pursuant to this Section 8, or otherwise related to the Service, content, Pure Flix Licensed Elements, UGC or other Pure Flix products or services, will be governed by, construed, and resolved in accordance with, the laws of the State of California, U.S.A., without regard to its conflicts of law provisions that might apply the laws of another jurisdiction.

D. **Limited Time To File Claims.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A GENERAL DISPUTE (BUT NOT AN IP DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE) WITHIN TWO (2) YEARS AND ONE (1) DAY YEAR AFTER THE DISPUTE ARISES – OR IT WILL BE FOREVER BARRED.

E. This Section 8 shall remain in full force and effect notwithstanding any termination of your use of the Service or these Terms.

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9. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

A. AS PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK AND THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. To the fullest extent permissible by law, Pure Flix and their direct and indirect parents, subsidiaries, affiliates, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, "**Pure Flix Parties**") hereby disclaim and make no representations, warranties, conditions, endorsements, or promises, express or implied, statutory or collateral, in connection with, or otherwise directly or indirectly related to, without limitation, the Service, content, Pure Flix Licensed Elements, UGC or other Pure Flix products or services, except as set forth in subsection C, below.

B. EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN, OR IN APPLICABLE ADDITIONAL TERMS, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, PURE FLIX PARTIES HEREBY FURTHER DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR COLLATERAL, INCLUDING ANY WARRANTIES OR CONDITION OF QUALITY, DURABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

C. FOR PURPOSES OF CLARITY, THIS SECTION DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY PURE FLIX OR A MANUFACTURER WITH REGARD TO A PHYSICAL PRODUCT SOLD BY US, OR ANY WARRANTY OR CONDITION ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW.

D. Some jurisdictions (which may include Quebec) do not allow the exclusion of certain warranties, conditions or representations, or the limitation or exclusion of certain damages. Accordingly, some of the limitations and disclaimers in these Terms may not apply to you and you may have other rights. To the extent Pure Flix may not, as a matter of applicable law, disclaim any warranty, condition or representation or limit its liabilities, the scope and duration of such warranty, condition or representation and the extent of Pure Flix's liability shall be the minimum permitted under such applicable law.

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10. LIMITATIONS OF OUR LIABILITY

A. AS PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY PURE FLIX PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation loss of profits, in connection with, or otherwise directly or indirectly related to, without limitation, the Service, content, Pure Flix Licensed Elements, UGC or other Pure Flix products or services, except for direct damages for personal injury caused by a physical product manufactured, sold or provided by Pure Flix.

B. The foregoing limitations of liability will apply even if any of the events or circumstances were foreseeable and even if Pure Flix Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).

C. AS PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PURE FLIX PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID PURE FLIX IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S). FOR PURPOSES OF CLARITY, THIS SECTION DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT TERMS THAT ARE PROVIDED BY PURE FLIX OR A MANUFACTURER WITH REGARD TO A PHYSICAL PRODUCT SOLD BY US OR LIABILITY FOR DIRECT DAMAGES FOR PERSONAL INJURY CAUSED BY A PHYSICAL PRODUCT MANUFACTURES, SOLD OR PROVIDED BY PURE FLIX.

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11. UPDATES TO TERMS

A. It is your responsibility to review the posted Terms and any applicable Additional Terms each time you use the Service (at least prior to each transaction or submission). EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF NEW TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE NEW TERMS FOR YOUR NEW USE AND TRANSACTIONS. Any new Terms or Additional Terms will be effective for any new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, any changes to the dispute resolution provisions set out in Section 8 (Disputes and Dispute Resolution) will not apply to any Disputes for which the parties have actual notice on or before the date the change is posted on the website. In the event any notice to you of new, revised, or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised or additional terms by discontinuing use of the Service.

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12. GENERAL PROVISIONS

A. **Pure Flix's Consent or Approval.** As to any provision in these Terms or any applicable Additional Terms that grants Pure Flix a right of consent or approval, or permits Pure Flix to exercise a right in its "sole discretion," Pure Flix may exercise that right in its sole and absolute discretion. No Pure Flix consent or approval may be deemed to have been granted by Pure Flix without being in writing and signed by an officer of Pure Flix.

B. Indemnity. You agree to, and you hereby, defend (if requested by Pure Flix), indemnify, and hold Pure Flix Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' or legal fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Pure Flix Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your UGC; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Pure Flix Parties' use of the information that you submit to us (including your UGC) (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by Pure Flix Parties in the defense of any Claims and Losses. Notwithstanding the foregoing, Pure Flix Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Pure Flix Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Pure Flix Party.

C. Operation of Service; Availability of Products and Services; International Issues. Pure Flix controls and operates the Service from the U.S.A., and makes no representation that the Service is appropriate or available for use in locations other than jurisdictions in which the Service is made available. If you use the Service from other locations, you are doing so on your own initiative and responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply.

D. Export Controls. You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized or prohibited by applicable law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

E. Severability; Interpretation. If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the applicable Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. To the extent permitted by applicable law, you agree to waive and will waive, any applicable statutory and common law that may permit a contract to be construed against its drafter.

F. Investigations; Cooperation with Law Enforcement; Termination; Survival. Pure Flix reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) investigate any information obtained by Pure Flix in accordance with its [Privacy and Cookies Policy](#) in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Service, in whole or in part, or suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Pure Flix under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from Pure Flix, 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. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Pure Flix in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction and choice of law.

G. Assignment. Pure Flix 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 Pure Flix.

H. Complete Agreement; No Waiver. These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Service and supersede any prior agreements, representations, conditions, warranties, assurances or discussion related to the Service for your use of the service from the effective date of these Terms. Any prior Terms and Any applicable Additional Terms remain applicable to uses during the period those Terms and any applicable Additional Terms were in effect as specified in Section 11 above. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or Pure Flix in exercising any rights, powers, or remedies hereunder will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed or accepted by the party against whom the waiver or modification is sought to be enforced.