

TERMS & CONDITIONS

This agreement (hereinafter, the “Agreement”) between **Luminix Pictures™**. (Hereinafter, “us” or “we” or “our”) and you set forth the terms and conditions which govern your use of our websites (hereinafter, the “Sites”) and/or the services (hereinafter, the “Services”) thereon which are provided by us.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING ANY OF THE SITES AND/OR SERVICES. BY ACCESSING OR USING THE SITES AND/OR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SITES OR SERVICES AND SHOULD IMMEDIATELY CEASE SUCH USE. WE MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON NOTICE, WHICH MAY BE ACCOMPLISHED BY POSTING THE MODIFIED AGREEMENT ON THE SITE OR VIA EMAIL. YOUR USE OF ANY OF THE SITES AND/OR SERVICES FOLLOWING SUCH NOTICE SHALL BE DEEMED YOUR ACCEPTANCE OF SUCH CHANGES. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SITE AND/OR THE SERVICES SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT. IF WE REQUEST, YOU IRREVOCABLY AGREE TO SIGN A NON-ELECTRONIC VERSION OF THIS AGREEMENT.

1. Limited License & Use of Services

We grant to you a limited personal, non-exclusive and non-transferable right and license to access the Sites and use the Services thereon. Unless otherwise specified in writing, the Services are for your personal and non-commercial use. Our Services shall contain, without limitation, online and offline services and products, including articles, blogs, newsletters, tools, email services, forums, communities, social networking platforms and various other message communication applications.

2. Prohibited Activities

In connection with your use of the Sites and/or the Services, you acknowledge and agree that you will not:

- a. copy, reverse engineer, reverse assemble, otherwise attempt to discover the source code, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products or services obtained through the Sites or the Services;
- b. access the Sites or Services by any means other than through the standard industry-accepted interfaces;
- c. transmit any message, information, data, text, software or image, or other content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable which may invade another’s right of privacy or publicity;
- d. impersonate any person or entity, including without limitation, an Luminix Pictures™ official, forum leader, chat room monitor, guide or host, or falsely state or otherwise misrepresent your affiliation with such a person or entity;
- e. post or transmit any material that contains a virus or corrupted data;
- f. delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- g. use of any Site or Service’s communications features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous postings of repetitive text);
- h. post or transmit any unsolicited advertising, promotional materials, “junk mail”, “spam,” “chain letters,” “pyramid schemes” or any other form of solicitation or any non-resume information such as opinions or notices, commercial or otherwise;
- i. violate any applicable local, state, national or international law;
- j. upload or transmit any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

- k. delete or revise any material posted by any other person or entity;
- l. manipulate or otherwise display the Sites and/or the Services by using framing or similar navigational technology;
- m. register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any IW product or Service if you are not expressly authorized by such party to do so; or
- n. use the Sites and/or the Services for any purpose that is unlawful or prohibited by these terms and conditions. You may not use the Site or the Services in any manner that could damage, disable, overburden or impair our servers or networks, or interfere with any other user's use and enjoyment of the Sites and/or the Services. Furthermore, you may not attempt to gain unauthorized access to any of the Sites, Services, accounts, computer systems or networks connected to us through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Sites or the Services.

3. Billing and Renewal Transactions and Policies

Certain products or Services may be offered for sale on the Sites. In the event you wish to purchase or to subscribe for any of these products or Services, you will be asked by us or an authorized third party to supply certain information, including without limitation, your full name, address, telephone number and credit card information. You agree to provide us or such third party with the foregoing information as well as any other mandatory information that is accurate, complete and current, and to comply with the terms and conditions of any agreement that you may enter into governing your purchase of the product or Service. You shall be responsible for all charges incurred through your account as well as for paying any applicable taxes.

Some Services offered by us are subscription-based services. If you open a subscription-based account with any of our Sites, you hereby agree to pay all charges to your account, including any applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable. We reserve the right to change the amount of, or basis for determining, any fees or charges for Services we provide, and to institute new fees, charges or terms effective upon notice to subscribers. We reserve the right to terminate any account at any time for any reason.

Automatic Renewal Terms

Any subscription will be automatically renewed and your card will be automatically charged on a quarterly, monthly or weekly basis, depending upon the billing terms for your account, for as long as you remain a member. You agree that we will not be obligated to send you any renewal or advance billing notices or confirmations that your card has been charged.

Your right to use the Service or a specific product is conditional upon our receipt of payment. If payment cannot be charged to your card or if a charge is refunded for any reason, including chargeback, we reserve the right to immediately and without notice, either suspend or terminate your access and account, thereby terminating this Agreement and all our obligations hereunder. You are required to pay any amounts still owed to us at the time your account is suspended or terminated.

4. Membership Area

We host membership areas on our Sites. Any user failing to comply with the terms and conditions of this Agreement may be expelled from and refused continued access to, the membership area or other public forums in the future. We or our designated agents may remove or alter any user-created content at any time for any reason. Membership areas and public forums are intended to serve as discussion centers for users and subscribers. Information and content posted within these public forums may be provided by our staff, our outside contributors, or by users not connected with us, some of whom may employ anonymous user names. We expressly disclaim all responsibility and endorsement and make no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect our opinions or any of our subsidiaries or affiliates.

5. Monitoring

We have no obligation whatsoever to monitor any of the content or postings in the membership areas or on other public forums on the Sites. However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors. Materials posted and/or uploaded to the various public forums may be subject to size and usage limitations. You are responsible for adhering to such limitations.

6. Third Party Content

Whenever content contained on any of the Sites or Services is supplied by third parties and users, we are a distributor (and not a publisher) of such content and have no more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, are those of the respective authors or distributors, and not us. Neither we nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content. Furthermore, we neither endorse nor are responsible for the accuracy and reliability of any opinion, advice, or statement made on any of the Sites or Services by anyone other than our authorized representative while acting in his/her official capacity.

7. Accounts, Passwords and Security

If any of the Sites or Services require you to open an account, you must complete the registration process by providing us with current, complete and accurate information, as prompted by the applicable registration form. You acknowledge that by providing any information to us which is untrue, inaccurate, not current or incomplete, we reserve the right to terminate this Agreement and your continued access and use of the Sites and/or the Services.

As part of the registration process, you will be asked to select a username and password. You are entirely responsible for maintaining the security and confidentiality of your account and password. FURTHERMORE, YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES AND CONDUCT, WHETHER BY YOU OR ANYONE ELSE, THAT ARE CONDUCTED THROUGH YOUR ACCOUNT. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you may be held liable for any losses incurred by us or another party due to someone else using your account or password.

8. Disclaimer Regarding Links

The links on any of the Sites and/or Services will let you leave the particular Site or Service you are accessing in order to access a linked site (the "Linked Sites"). We provide these links as a convenience, but we neither control nor endorse these Linked Sites, nor have we reviewed or approved the content which appears on the Linked Sites. We are not responsible for the legality, accuracy or inappropriate nature of any content, advertising, products or other materials on or available from any Linked Sites. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any of the links, content, goods or services available on or through the Linked Sites.

9. Dealings with Third Parties

Your participation, correspondence or business dealings with any third party found on or through our Sites and Services, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that we shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

10. Proprietary Rights

You acknowledge and agree that the Sites and Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws, and are the sole property of us or our licensors. You further acknowledge and agree that any content contained in advertisements or information presented to you through advertisers concerning us or otherwise is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

By sending or transmitting to us creative suggestions, ideas, notes, concepts, information, or other materials (collectively, "Submission Materials") or by posting such Submission Materials on the Sites, you hereby grant to us and our designees a worldwide, non-exclusive, sublicensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Submission Materials in any media now known or hereafter devised, for any purpose whatsoever, commercial or otherwise, without compensation to you, the provider of the Submission Materials. The foregoing license to us shall be fully paid-up and royalty free. In addition, under no circumstances shall we have any obligation whatsoever to pay a fee to any subscriber or user in connection with the Submission Materials upon the occurrence of a transfer of all or any portion of our business through a merger, sale or transfer of all or substantially all of our assets, nor shall the sale of advertising on any of the Sites give rise to any obligation to pay a fee to Subscribers.

None of the Submission Materials disclosed or posted via support groups, chats or other public forums shall be subject to any obligation, whether of confidentiality, attribution, or otherwise, on our part and we shall not be liable for any use or disclosure of any such Submission Materials.

11. Copyright Policy

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by us infringe your copyright, you, or your agent may send to us a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon our actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details.

Our Copyright Agent for notice of claims of copyright infringement or counter notices can be reached as follows:

Luminix Pictures™
xxx xxxx xxxx
San Francisco, CA xxxxx

We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

12. Privacy

Our policy with respect to the collection and use of your personally identifiable information is set forth at <https://www.luminixpictures.com/privacy-policy> By accepting these Terms and Conditions, you acknowledge this policy.

13. Disclaimer of Warranties

THE SITES AND THE SERVICES, AND ANY CONTENT, TOOLS, PRODUCTS OR SERVICES DISPLAYED, ACCESSED OR OBTAINED ON OR THROUGH THE SITES AND SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT,

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE AND OUR AFFILIATES, SUPPLIERS, AND AGENTS DO NOT WARRANT AND EXPRESSLY DISCLAIM THAT: (i) YOUR USE OF THE SITES AND/OR SERVICES AND ACCESS TO AND USE OF ALL OF THE TOOLS AND FEATURES THEREON WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, (ii) THAT ANY INFORMATION OBTAINED THEREIN IS ACCURATE, RELIABLE OR COMPLETE, (iii) THAT DEFECTS WILL BE CORRECTED, or (iv) THAT ANY SOFTWARE, SERVICES, SITES OR SERVER(S) ON WHICH THE SERVICES AND SITES ARE HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE SITES AND THE SERVICES AND ANY INFORMATION OR MATERIALS PROVIDED ON OR THROUGH THE SITES AND SERVICES ARE ENTIRELY AT YOUR OWN RISK.

14. Limitation of Liability

NEITHER WE NOR OUR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS OR SPONSORS ARE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO (i) THE USE OF OR INABILITY TO USE THE SITES OR THE SERVICES; (ii) ANY CONTENT CONTAINED ON THE SITES AND/OR THE SERVICES; (iii) STATEMENTS OR CONDUCT POSTED OR MADE PUBLICLY AVAILABLE ON THE SITES AND/OR THE SERVICES; (iv) ANY PRODUCT OR SERVICE PURCHASED OR OBTAINED THROUGH THE SITES; (v) ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY INFORMATION AVAILABLE ON THE SITES OR THE SERVICES; (vi) ANY DAMAGE CAUSED BY LOSS OF ACCESS TO, DELETION OF, FAILURE TO STORE, FAILURE TO BACK UP, OR ALTERATION OF ANY CONTENT ON THE SITES OR THE SERVICES, or (vii) ANY OTHER MATTER RELATING TO THE SITES AND/OR THE SERVICES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT [INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE], STATUTORY, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR USING ANY OF THE SERVICES OR THE SITES.

15. Professional Advice Disclaimer

The information provided in our photo, video, and digital marketing materials, including but not limited to images, videos, graphics, and text, is for general informational purposes only. It is not intended as professional advice or services, and should not be construed as such.

Our photo, video, and digital marketing materials may feature examples, case studies, testimonials, or other content intended to illustrate concepts and ideas. However, these are not guarantees of results or outcomes for your specific situation.

Any reliance you place on our photo, video, and digital marketing materials is at your own risk. We disclaim any liability for damages or losses arising from your use of, or reliance on, the information presented in our materials.

We reserve the right to modify, update, or remove any content in our photo, video, and digital marketing materials at any time without prior notice.

By accessing or using our photo, video, and digital marketing materials, you acknowledge and agree to this disclaimer.

16. Indemnification

You agree to indemnify, defend, and hold us and our subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, employees, and representatives harmless from and against any and all claims, damages, losses, costs or expenses (including reasonable attorneys' fees and disbursements) which arise directly or indirectly out of or from (i) your breach of this Agreement, (ii) any allegation that any materials that you submit to us or post on any forums (e.g., support groups, chat rooms) infringe or otherwise violate the copyright, trade secret, trademark or other intellectual property rights of a third party, and (iii)

your access or use of the Sites and/or the Services. This Section 17 shall survive in the event this Agreement is terminated for any reason.

17. Jurisdictional Issues

We make no representation or warranty that the content and materials on the Sites and/or the Services are appropriate or available for use in locations outside the United States. Those who choose to access the Sites or use the Services from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable. We reserve the right, at any time in our sole discretion, to limit the availability and accessibility of the Sites and/or the Services to any person, geographic area, or jurisdiction we so desire, and to limit the quantities of any such Service or products that we provide.

18. Termination

This Agreement shall remain effective until terminated in accordance with its own terms and conditions. You agree that we, in our sole discretion, may terminate your password, account (in whole or in part), or use of the Sites or Services, and remove and discard any content within the Sites, at any time and for any reason. You agree that any actions taken under this Section may be effective without prior notice to you. In the event of termination, however, those Sections in this Agreement which provide for continuing obligations on your part shall survive indefinitely.

19. General Information

This Agreement constitutes the entire agreement and understanding between you and us and governs your use of the Sites and the Services, superseding any prior agreements between you and us. This Agreement and the relationship between you and us shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. You and us irrevocably agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within the State of California, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. The failure of us to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severed here from and shall not affect the validity and enforceability of any remaining provisions. The section titles in this Agreement are for convenience purposes only and have no legal or contractual effect. This Agreement is not assignable, transferable or sub-licensable by you except with our prior written consent. However, we may assign this Agreement to any third party whom we choose without your consent. No waiver by us of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.