

TERMS OF USE

EFFECTIVE DATE: November 17, 2021

Welcome to Center Drive Media. Please read this Terms of Use Agreement (the “Terms”) carefully, as it establishes legally binding terms and conditions that apply to your use of the Services.

IMPORTANT INFORMATION FOR U.S. CUSTOMERS: THESE TERMS OF USE CONTAIN A PROVISION THAT GENERALLY REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. PLEASE SEE THE DISPUTE RESOLUTION SECTION FOR INFORMATION. THE ARBITRATION PROVISION ONLY APPLIES TO SERVICES RENDERED IN THE UNITED STATES.

These Terms govern your use of all websites, applications, mobile applications, games, sweepstakes, contests, products and services owned and operated by Center Drive Media and its United States-based affiliate and subsidiary companies (together, “CDM” or “we” and sometimes “us”) and anywhere else where these Terms are posted (collectively, the “Services”). These Terms apply whether you are accessing the Services using a personal computer, mobile device, gaming console or other equipment or device. These terms do not cover other services, websites or any content, features and activities accessible or made available by any third party, unless specifically stated.

The Terms include:

- The terms and conditions in this document;
- The Privacy Policy;
- The Cookie Policy; and
- Additional terms and conditions that we may provide in association with certain Services, such as certain requests or rules for participation in certain activities (“Rules”), including production shows, contests and sweepstakes (“Promotions”).

The Terms apply to anyone who uses the Services (“User”, “you” or “your”), and people who simply browse the Services. If you access, use, visit, register for, or subscribe to the Services, you acknowledge that you have read, understood, and agree that you are bound by the terms and conditions of these Terms.

If you do not agree to these terms, please do not access or use the Services.

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I. Agreement to the Terms

THIS IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND CDM. YOU MUST READ THESE TERMS IN THEIR ENTIRETY. THIS AGREEMENT CONTAINS WARRANTY AND LIABILITY DISCLAIMERS.

BY ACCESSING AND/OR USING THE SERVICES, YOU ACCEPT AND AGREE TO THESE TERMS, INCLUDING ANY AND ALL RESTRICTIONS POSTED VIA THE SERVICES, WITHOUT ANY MODIFICATION, ADDITION OR DELETION. IF YOU DO NOT AGREE TO OR CANNOT COMPLY WITH THE TERMS CONTAINED IN THIS AGREEMENT IN THEIR ENTIRETY, YOU ARE NOT AUTHORIZED TO USE THE SERVICES.

PLEASE NOTE YOU MAY BE DENIED ACCESS TO THE SERVICES, BY THE SOLE DISCRETION OF CDM, WITH OR WITHOUT PRIOR NOTICE TO YOU, FOR NONCOMPLIANCE WITH ANY PROVISION OF THIS AGREEMENT.

NOTHING IN THESE TERMS SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

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II. Agreement to Changes or Updates

We reserve the right to make changes and update any information or Content contained within the Services and/or Terms without prior notice. Please check this page periodically for updates. Any changes to these provisions will be incorporated into revised Terms that we will post here. Changes shall be effective when they are posted. Users have the obligation to review changes to these Terms when they access or re-access the Sites and/or Services. If you do not agree to, or cannot comply with the revised Terms, you must stop using the Sites and/or Services.

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III. Site and Service Ownership

The Sites and Services are owned and operated by CDM. CDM, its current subsidiaries and affiliates (hereinafter, collectively, "Affiliates"), and/or parties that have granted us specific usage authorizations ("Licensors") own the logos, images, text, tools, graphics, marks, names, photographs, sound, illustrations, design elements, materials, codes and software (collectively "Content") displayed or posted on or through the Sites and/or Services. Copyrights, trademarks, trade names, service marks or names, or other proprietary rights and laws protect this Content.

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IV. Violations and Termination

Any conduct that in any way violates these Terms or any posted restrictions or guidelines may result, in our sole discretion, in the termination of your license and right to utilize the Services to access Content or for any other purpose, and/or our pursuit of any legal damages or remedies. If necessary, or as authorized under applicable law, we may cooperate with local, state and/or federal authorities to protect the Sites, the Services, the Content, CDM, its Affiliates, Licensors, members, employees, agents and/or users; to comply with applicable laws; or to prevent unauthorized access or use of the Services or

the Content. We retain the right to deny access to the Services, in our sole discretion, to any user for any reason, including for any violation of these Terms.

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V. Participation and Registration

In order to utilize some of the Services, or participate in a promotion, contest or sweepstakes, you may be asked to register for an account or provide us with certain personal information. Participation in these Services is voluntary. **You must be thirteen (13) years of age or older to participate in most site offerings and registrations. However, for site offerings associated with IFC and/or the Sundance Channel, you must be at least eighteen (18) years of age or older.** You may also be required to meet an older minimum age requirement and agree to additional posted rules and terms for participation in certain contests, sweepstakes, special events, or additional service offerings. You may discontinue site registrations by following unsubscribe or opting out instructions contained within the Services or in applicable electronic communications from us.

The Services may request that you provide us with certain personal information. You agree to provide accurate and current information and to update it as necessary to maintain its accuracy. CDM shall maintain and use your information in accordance with the CDM Privacy Policy. You agree not to mask your identity by providing false information, or by providing another person's information that you are not authorized to provide. If you provide us with any information you are not authorized to provide, we may suspend or terminate your site registration or participation and pursue any other legal remedies.

In the instances that you provide your email address to CDM, you consent to our using the email address to send you Service-related notices, including among other things notices required by law, in lieu of postal mail. You may not opt-out of Service-related emails. We may also send you commercial email on behalf of ourselves, our Affiliates, and certain unaffiliated third parties. You may opt-out of receiving such emails at any time by following the unsubscribe instructions included in each commercial mail.

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VI. Protection of Passwords and Registration Information

Registration for certain Services may require you to select a password or provide other registration information. You agree that you are solely responsible for maintaining the confidentiality and security of any passwords or other registration information that you provide to us when registering for website activities, features, or Services. You agree to notify us of any unauthorized use of your password or other registration information immediately after you become aware of such use.

CDM will not be responsible for any losses arising out of the unauthorized use of your registration information and/or your account. You agree to indemnify and hold harmless, CDM, its Affiliates,

members, employees, agents and/or users, harmless from any claim, action or damages related to such use.

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VII. Restrictions on Use of Content

As between CDM and you, CDM owns all rights in the Services and Content. Use of Content for any purpose not expressly permitted herein is prohibited. Users may not copy, download, reproduce, republish, upload, post, transmit, distribute, sell, license, rent, publicly display or perform, edit, store, re-use, adapt, incorporate or create a derivative work of, in any manner, any Content obtained from this site other than as provided herein. Users may print, download or transmit to a personal device the Content from this site only for **personal and non-commercial use**, provided that the User keeps intact all Content, including any copyright, trademarks, service marks or other proprietary notices and credit lines that appear with or on the site Content. Any use, copying, downloading, reproduction or redistribution for commercial purposes is strictly prohibited. Nothing contained on this site grants, or shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any CDM trademarks, trade names, service marks or logos without the prior written permission of CDM.

Users expressly agree not to engage in any use or activity that:

- Interrupts, destroys, alters, damages, delays, floods or limits the functionality or integrity of the Services or Content offered through the Services, including any associated software, hardware, or telecommunications or wireless equipment;
- Manipulates identifiers or numeric information to disguise the origin of any User, device, material or other information;
- Infringes on any patent, trademark, trade name, service mark or name, copyright, trade secret, or other proprietary right of any Content;
- Contains unauthorized advertising, advertises Content as your own or solicits other users;
- Promotes any business or commercial activity for any products, goods or services without prior written consent from CDM;
- Impersonates any business or entity, or falsely represents your affiliation with a person or entity;
- Causes the forwarding of information that you do not own, have the right to provide, or that is false or misdirected;
- Translates, reverse engineers, decompiles, disassembles, modifies or creates derivative works based on the Services, the Content available through the Services or any portion thereof;
- Circumvent any technology used by CDM or its licensors to protect the Services and/or the Content accessible via the Services;
- Contains off-topic information;
- Rent, lease, lend, sublicense, or otherwise redistribute any part of the Services and/or the Content;
- Is unlawful, harmful to adults or minors, threatening, abusive, harassing, inflammatory, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable; or

- Otherwise violates CDM policies or the Terms.

CDM has established access areas or site services where certain users may be permitted to download or use specific information or Content for purposes other than provided herein. This limited access and usage is a feature of a specific site service and is not intended to give up any of our rights to protected Content and information on this site or that is otherwise owned by CDM or its Affiliates. Any waivers or extension of the above restrictions may only be obtained with the express written permission of CDM by sending a written request to:

CENTER DRIVE MEDIA

c/o 25/7 Media Holdings, LLC
6701 Center Drive West, Third Floor
Los Angeles, CA 90045
Attention: Webmaster
Email: privacy@centerdrivemedia.com

Decisions to grant or deny permission are within CDM's sole discretion.

CDM and its Affiliates reserve any rights to pursue any causes of action, including, but not limited to, infringement actions or damages resulting from failure to comply with these Content restrictions and/or these Terms.

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VIII. International Use

CDM makes no representation that every aspect of the Service is appropriate or available for use in any particular jurisdiction. When you choose to access and use the Service, you agree that you do so voluntarily and at your own risk. You further agree that you will not use the Service if you are prohibited from receiving products, services, or software originating from the United States, and that you are responsible for complying with all applicable local laws and regulations, including those concerning the transmission of technical data exported from your country of residence.

If there is a conflict between any of these terms and your rights under applicable local laws, your rights under applicable local law will control regarding those specific terms.

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IX. Software Downloads

In the event a feature of this site authorizes the download of certain software from this site or another electronic device, the software, including any files, images, graphics or Content incorporated in or

generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by us or third-party licensors for your personal, non-commercial use only. We do not transfer title to the Software to you. You own the medium or electronic device on which the Software is viewable or recorded, but we (or our third-party licensors) retain full and complete title to the Software and all intellectual property rights therein. Although you may transmit or download certain Content accessible via the Software, you may not sell, auction, decompile, reverse engineer, disassemble, redistribute for commercial purposes or otherwise reduce the Software to a human-readable form. You are also solely responsible for the Software's compatibility, ability to function and interface with your medium or electronic device. CDM reverses all rights not expressly granted to you.

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X. Prohibitions on Framing and/or Posting

Users are prohibited from (i) framing and/or linking to any portion of CDM's Services other than the content expressly made available to users for that purpose; (ii) posting banners, advertising or other links on the CDM web site pages; or (iii) using any Content or site logos for purposes beyond personal use, without the express written permission of CDM. Written requests for framing, site postings, advertising or Content usage should be sent to privacy@centerdrivemedia.com.

Users may encourage others to access the information appearing on our site or available through other electronic devices. You may also link to our homepage from another site or electronic communications, as long as the link does not imply or state any affiliation, connection, sponsorship or approval by CDM. You may not bypass registered areas of our site and hyperlink to protected pages.

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XI. Electronic Communications

We respect your privacy and the use and protection of your personal information. In the course of your use of the Services, you may be asked to provide certain information about yourself to us. Our information collection and use policies with respect to the privacy of your information are set forth in our Privacy Policy, incorporated herein. We encourage you to read the Privacy Policy, and to use it to help make informed decisions.

We may use the personal information you provide to communicate with you regarding the Services, as well as contests, promotions, offerings, and Site features. You may also choose to receive push notifications from us on your mobile device. By providing your personal information, you consent to our communicating with you using the personal information you provide, including without limitation, email addresses and phone numbers. In the instances that you provide your email address to CDM, you

consent to our using the email address to send you Service-related notices, including without limitation, notices required by law, in lieu of postal mail. You may not opt-out of Service-related emails. We may also send you commercial email on behalf of ourselves, our Affiliates, and certain unaffiliated third parties. You may opt-out of receiving such emails at any time by following the unsubscribe instructions included in each commercial mail.

While we appreciate your communications, CDM cannot guarantee that it will respond to your messages. When you submit non-personal information to us, you agree that CDM has the right to publish, use, copy, store and distribute the material for any use, including promotional and advertising purposes, without liability or restriction. We assume no obligation to limit the use of or to protect any such non-personal information from disclosure.

If there is a conflict between any of these terms and your rights under applicable local laws, your rights under applicable local law will control regarding those specific terms.

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XII. Unsolicited Submissions

CDM does not accept unsolicited submissions for its shows, sites and other products. You agree not to make any such submissions to CDM through this site or otherwise including story ideas, character ideas, plot suggestions, set or costume designs, or scripts. Notwithstanding the foregoing, if, in breach of these Terms, you do send us a submission, you agree not to assert any ownership right of any kind in the submission (including, but not limited to copyright, trademark, unfair competition, moral rights, or implied contract) and you waive the right to receive any financial or other consideration in connection with such unsolicited submission including, but not limited to, credit.

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XIII. Interactive Areas

We may provide access to interactive areas on the Sites or through the Services, such as chats and discussion boards, user content areas and talk forums (collectively identified as "Interactive Areas"). These Interactive Areas are public areas and may be owned, operated and/or managed by entities other than CDM. These entities may share transcripts of Interactive Areas with CDM, its Affiliates and other third parties.

Users must follow all posted guidelines for Interactive Areas. To the extent there is a conflict between the rules of an Interactive Area and the Terms herein, the rules of the Interactive Area will govern.

CDM reserves the right, in its sole discretion, to remove any content, chats, discussion boards or any other content posted through the Services.

Postings are the responsibility of the person from whom such postings originate. You represent and warrant that you are the owner of, have the right to provide, and are responsible for any information, materials or images that originate from you or your account and that are emailed, posted, uploaded, transmitted or otherwise made available for access, viewing or use over this website, in Interactive Areas or through other electronic devices. You grant CDM and its Affiliates an irrevocable, worldwide, royalty-free, perpetual, non-exclusive, fully sublicensable right to use, copy, display, modify, edit and create derivative works from and to distribute any information that you post, upload or transmit in or through the Services.

Submissions or postings to Interactive Areas, without limitation, will be made public. If a posting, message or other transmission originates from you or your account, you hereby understand and agree that you are placing the posting in the public domain, and you represent and warrant that the posted or transmitted information (i) is not unlawful, harmful to adults or minors, threatening abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) does not violate any patent, trademark, trade secret, copyright or other proprietary rights of any person; (iii) does not contain unauthorized advertising or solicit other users; (iv) does not interrupt, destroy or limit the functionality, integrity or operation of any software, hardware or Content; (v) that the posting does not violate or breach the Terms; (vi) is for noncommercial purposes and is not intended to promote or generate revenue for any business enterprise or commercial activity; and (vii) does not reveal plot points or other "spoiler" elements related to any CDM programming. Users also expressly agree not to use Interactive Areas to make available any information or content that violates the restrictions contained in Section VII above or that disrupts or incites others to violate our standards, any laws or these Terms.

For increased security, we encourage you to not include any personal information about yourself or others in Interactive Areas, such as name, phone number, email or street address. You should always use a screen name or other alias (other than your real name) to identify yourself in any public or Interactive Areas.

CDM, its Affiliates and any content providers that conduct, operate and/or manage Interactive Areas will not be responsible or liable for the actions or postings of any users or third parties with respect to any information, materials or content posted, uploaded or transmitted in Interactive Areas. Postings to Interactive Areas may not be reviewed by CDM prior to appearing publicly. CDM reserves the right, but has no obligation, to change, delete or remove, in part or in full, any postings made available through the Services or in Interactive Areas. CDM may also terminate or suspend access to such areas for conduct that we believe interferes with other people's enjoyment, violates applicable laws and/or these Terms.

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XIV. Wireless Services

CDM may provide you with the opportunity to register for special services, news, programming, applications or other information delivered via wireless devices. When registering for such service(s), you consent to the delivery and receipt of any such information from CDM or its third party service providers over your wireless device. You shall provide wireless device contact information through a mobile device number, wireless email or other contact information. Additional information, such as your wireless carrier, may also be requested to complete the registration. You are solely responsible for all charges from your wireless provider including any data and messaging fees incurred when you use mobile devices to interact with the Service or receive communications from CDM or its authorized third party providers. Under no circumstances will CDM or its Affiliates be responsible or liable for any wireless carrier fees or charges you or a third party that has access to a wireless device, telephone number or email address incur, including for third parties that receive information from CDM as directed by a User's registration for such service.

Certain activities or services available through wireless or other electronic devices may involve: (i) communications over various networks, servers or devices prior to reaching its intended recipient; (ii) changes to adapt to multiple security requirements; and (iii) changes to adapt to technology requirements of various networks. You understand that such automated communications and changes are beyond the control of CDM once Content or other information leaves the CDM network or servers. CDM and its Affiliates are not liable or responsible for any consequence or damage resulting, directly or indirectly, from such automated communications or changes.

Users must comply with any additional end user licensing restrictions in connection with wireless services. You understand and agree that CDM, at its sole discretion, may discontinue or terminate any wireless or other services at any time and without notice.

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XV. Paid Services

Where features of the Services require payments, and you use those features, you agree to the applicable pricing and payment terms. You also agree to any additional terms governing all such purchases as presented to you or posted on the Services to which they apply, including all requirements to pay applicable fees and taxes. All payment transactions are administered by a third party provider(s). CDM expressly disclaims any liability for any third party provider's processing of payment transactions, including without limitation, errors in invoicing, errors in payment processing, or any breach of security involving your payment information arising from any third party provider's processing of payment transactions. Unless otherwise specified in any additional terms presented to you or posted on the Services, no refunds are available, and subscriptions may renew automatically. If you sign up for a free trial subscription, you will be automatically billed through your selected payment method at the current price of the Services at the end of the free trial. You may cancel any automatically renewing subscription by following the instructions included in the terms presented to you or posted on the Services.

We reserve the right, as permitted by law, to change any and all prices for any Services at any time or as frequently as permissible in the jurisdiction in which you reside, for any reason, by updating the prices

set forth on the applicable portion of the Services. If we increase the price of the Services, we will provide you with prior written notice. If you do not wish to use the Services at the increased price, you may cancel by following the instructions included in the terms presented to you or posted on the Services prior to the end of the then current billing period.

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XVI. Electronic Signature and Contracts

When you use features of the Services that require payments, you can enter into agreements and make purchases electronically. You agree to the use of electronic records and signatures in association with the Services. Your agreement and intent to use electronic records and signatures applies to all transactions you enter into regarding the Services, including without limitation and to the full extent allowed by law, notices of cancellation, policies, contracts, and applications. If you do not wish to use electronic records and signatures, do not use the Services.

You may have a legal right to receive certain information from us in writing. You agree that we may use e-mail and other electronic means to provide you with such information as well as for other communications. To access and retain this information you will need to provide us with an active e-mail account, and you must have an Internet-connected device that is capable of receiving HTML e-mails and a method of storing or printing those e-mails. You may have a legal right to receive paper copies of certain notices. To receive such copies, contact us at privacy@centerdrivemedia.com. To update your contact information, follow the instructions included in the terms presented to you or posted on the Services.

You confirm that you have the ability to access and retain e-mails.

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XVII. Accuracy of Information

CDM uses reasonable efforts to ensure the accuracy and correctness of Content available through the Services and the operation of the Services and certain offerings; however, the Services may occasionally contain Content, information or specifications that are inaccurate, incomplete or out of date. We make no representations or warranties regarding Content, Sites, or Services accuracy, validity, correctness, timeliness, reliability or that usage will be error-free. Services' information may not be updated on a daily basis and may not be the most current information available. Although we may post updated information, we may continue to allow access to the original information or Content, or we may not go back and change the original information to reflect new developments. You should independently confirm any information appearing through the Services. We are not responsible for any claim, liability or damage resulting from your use, reaction or reliance on any Content or information available through the Services.

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XVIII. DISCLAIMER OF WARRANTIES

THE SITES, SERVICES, AND CONTENT ARE PROVIDED "AS IS." WE DO NOT WARRANT, EXPRESSLY OR BY IMPLICATION, THE ACCURACY OR RELIABILITY OF ANY CONTENT PROVIDED OR POSTED THROUGH THE SERVICES OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE. CDM EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTION, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. CDM DOES NOT WARRANT THAT THE CONTENT FOUND THROUGH THE SERVICES IS FREE FROM VIRUSES OR OTHER POTENTIALLY HARMFUL ATTRIBUTES.

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XIX. LIMITATION OF LIABILITY

NEITHER CDM NOR ITS AFFILIATES, SUBSIDIARIES, MEMBERS, EMPLOYEES, OR AGENTS SHALL BE LIABLE OR SHALL HAVE RESPONSIBILITY OF ANY KIND WHATSOEVER TO ANY USER OR THIRD PARTY, FOR ANY LOSS, HARM OR DAMAGE THAT RESULTS OR OCCURS FROM: (I) USE OF OR ACCESS TO SERVICES OR CONTENT POSTED THROUGH THE SERVICES; (II) USE OR ACCESS TO ANY SERVICE, WIRELESS OR OTHERWISE, PROVIDED AS A FEATURE OR OFFERING THROUGH THE SERVICES; (III) ANY FAILURE OR INTERRUPTION OF THE SERVICES; (IV) ANY ACT OR OMISSION OF ANY SERVICE PROVIDER OR AGENT INVOLVED IN MAKING THE SERVICES OR THE CONTENT AVAILABLE TO USERS; (V) ANY OTHER CAUSE RELATING TO A USER'S ACCESS OR USE, OR INABILITY TO ACCESS OR USE, ANY PORTION OF THE SERVICES OR CONTENT; (VI) ANY CONTENT, MATERIALS, ADVICE OR OPINIONS POSTED OR UPLOADED THROUGH THE SERVICES, INCLUDING ANY USER RELIANCE ON SUCH INFORMATION; (VII) ANY SECURITY BREACH, OR ANY VIRUS, BUG, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, ERROR, INACCURACY, DEFECT OR TECHNICAL MALFUNCTIONS; OR (VIII) ANY USER'S FAILURE TO COMPLY WITH THESE TERMS, WHETHER OR NOT THE CIRCUMSTANCES GIVING RISE TO SUCH CAUSE MAY HAVE BEEN WITHIN THE CONTROL OF CDM, ITS AFFILIATES OR AGENTS PROVIDING SOFTWARE, SERVICES OR SUPPORT. IN NO EVENT WILL CDM, ITS AFFILIATES, SUBSIDIARIES, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE TO ANY USER FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR ANY OTHER LOSS OR DAMAGES OF ANY KIND EVEN IF CDM OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.

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XX. Leaving CDM Sites and Services

When you click on any link that takes you outside of the Sites or away from an application or other service, your use of the Internet will be governed by the terms of use and privacy policies, if any, of the particular site and/or service that you are accessing. CDM, ITS AFFILIATES, SUBSIDIARIES, MEMBERS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE OR LIABLE FOR THE CONTENT, ACTIVITIES, OFFERINGS, PRIVACY PRACTICES OR TERMS OF USE OF THIRD PARTIES.

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XXI. Force Majeure

CDM shall not have any liability to you by reason of any delay or failure to perform any obligation hereunder if the delay or failure to perform is occasioned by force majeure, which shall refer to any act of God, storm, fire, casualty, unanticipated work stoppage, power outage, satellite failure, public health emergency, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, Governmental action or other cause beyond CDM's reasonable control.

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XXII. Assignment

These Terms are personal to you, and any rights, licenses and privileges granted herein, may not be transferred or assigned by you without CDM's consent. We may assign or transfer our rights, licenses and privileges without restriction and without notice to you, provided such assignment or transfer does not affect your rights under these Terms and complies with applicable laws.

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XXIII. INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CDM, ITS AFFILIATES, MEMBERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, COSTS AND FEES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM YOUR VIOLATION OR BREACH OF THESE TERMS, YOUR UNAUTHORIZED ACCESS OR USE OF CONTENT, SERVICES AND/OR ANY CONSEQUENCES ARISING OUT OF YOUR ACCESS OR USE OF THE SERVICES AND OR CONTENT.

XXIV. Dispute Resolution

To the maximum extent permitted by applicable law, no action arising out of these Terms or your use of the Services, regardless of form or the basis of the claim, may be brought by you more than one year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose), unless otherwise provided by law. These Terms and your use of the Services are governed by, construed and enforced in accordance with the internal substantive laws of the State of California, United States, regardless of the State's conflict of laws provisions.

Dispute Resolution Provisions for U.S. Customers

IF YOU LIVE IN THE UNITED STATES, TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND CDM (TOGETHER, THE "PARTIES") AGREE TO SUBMIT EXCLUSIVELY ANY CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING TO THE SITE, THE SERVICES, THESE TERMS, OR ANY OTHER POLICIES OR OTHER TERMS INCORPORATED THEREIN (INCLUDING THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, ENFORCEABILITY, VALIDITY, OR RIGHTS UNDER ANY OF ANY OF THE FOREGOING) (EACH, A "DISPUTE") FOR RESOLUTION BY CONFIDENTIAL, INDIVIDUAL, BINDING ARBITRATION, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY.

THE PARTIES AGREE THAT THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, PROVINCIAL OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTES RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT TO ARBITRATE, INCLUDING ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT TO ARBITRATE IS VOID OR VOIDABLE. THE ARBITRATOR SHALL ALSO BE RESPONSIBLE FOR DETERMINING ALL THRESHOLD ARBITRABILITY ISSUES, INCLUDING ISSUES RELATING TO WHETHER THE TERMS ARE UNCONSCIONABLE OR ILLUSORY AND ANY DEFENSE TO ARBITRATION, INCLUDING WAIVER, DELAY, LACHES OR ESTOPPEL.

TO THE FULLEST EXTENT PERMITTED BY LAW: (I) YOU EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO ARBITRATE A DISPUTE AS A CLASS ACTION; AND (II) YOU ALSO EXPRESSLY WAIVE YOUR RIGHT TO A JURY TRIAL.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THE TERMS AS A COURT WOULD.

THE ARBITRATION WILL BE HELD IN LOS ANGELES, CALIFORNIA. IF THIS LOCATION IS NOT CONVENIENT FOR YOU, PLEASE LET US KNOW. WE WILL WORK WITH YOU TO DETERMINE A MUTUALLY CONVENIENT LOCATION. ANY DISAGREEMENTS REGARDING THE FORUM FOR ARBITRATION WILL BE SETTLED BY THE ARBITRATOR.

DISPUTES WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. IN THE EVENT THAT ARBITRATION IS NOT PERMITTED BY APPLICABLE LAW: (I) THE PARTIES EXPRESSLY AGREE THAT ANY DISPUTE WILL BE BROUGHT AND HEARD SOLELY AND EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF COMPETENT JURISDICTION LOCATED IN LOS ANGELES, CALIFORNIA. THE PARTIES WAIVE ANY PLEA OR DEFENSE THAT SUCH COURTS ARE NOT THE APPROPRIATE VENUE OR THAT THEY ARE NOT SUBJECT TO PERSONAL JURISDICTION OF SUCH COURTS.

THE ARBITRATION WILL BE ADMINISTERED BY JAMS. YOU MAY OBTAIN A COPY OF THE RULES OF JAMS BY CONTACTING THE ORGANIZATION. EACH OF US SHALL AGREE ON ONE ARBITRATOR TO CONDUCT THE ARBITRATION. IN THE EVENT THE PARTIES CANNOT AGREE ON AN ARBITRATOR, THE ARBITRATOR WILL BE SELECTED IN ACCORDANCE WITH THE JAMS RULES.

IF YOU INITIATE ARBITRATION, YOUR ARBITRATION FEES WILL BE LIMITED TO THE FILING FEE SET FORTH BY JAMS. REGARDLESS OF WHO INITIATES ARBITRATION, CDM WILL PAY YOUR SHARE OF ARBITRATION FEES (NOT INCLUDING YOUR ATTORNEYS' FEES) UP TO A MAXIMUM OF \$2,500. IF THE ARBITRATOR RULES AGAINST CDM, IN ADDITION TO ACCEPTING WHATEVER RESPONSIBILITY IS ORDERED BY THE ARBITRATOR, CDM WILL REIMBURSE YOUR REASONABLE ATTORNEYS' FEES AND COSTS UP TO A MAXIMUM OF \$5,000, REGARDLESS OF WHO INITIATED THE ARBITRATION, UNLESS THE ARBITRATOR FINDS SOME OR ALL OF YOUR CLAIMS TO BE FRIVOLOUS OR TO HAVE BEEN BROUGHT IN BAD FAITH. IN ADDITION, IF THE ARBITRATOR RULES IN CDM'S FAVOR, IT WILL NOT SEEK REIMBURSEMENT OF OUR ATTORNEYS' FEES AND COSTS, REGARDLESS OF WHO INITIATED THE ARBITRATION, UNLESS THE ARBITRATOR FINDS SOME OR ALL OF YOUR CLAIMS TO BE FRIVOLOUS OR TO HAVE BEEN BROUGHT IN BAD FAITH.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, TO THE EXTENT EITHER PARTY IN ANY MANNER HAS VIOLATED OR THREATENED TO VIOLATE THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, THE NON-BREACHING PARTY MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE, PROVINCIAL OR FEDERAL COURT OF COMPETENT JURISDICTION.

EXCEPT AS OTHERWISE PROHIBITED BY LAW, ANY DISPUTE MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE THE CAUSE OF ACTION ARISES.

IN THE EVENT THAT ANY PROVISION OF THE AGREEMENT TO ARBITRATE IS HELD INVALID OR UNENFORCEABLE, ALL OTHER TERMS WITHIN THE AGREEMENT TO ARBITRATE SHALL REMAIN IN FULL FORCE AND EFFECT.

IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF THE SERVICES OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

YOU MAY ALSO BE ENTITLED TO CERTAIN CONSUMER PROTECTION AND OTHER RIGHTS UNDER THE LAWS OF YOUR LOCAL JURISDICTION.

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XXV. Affiliates, Service Partners and Sponsors

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XXVI. Third Party Links

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CDM reserves the right, in its sole discretion, to terminate links with any third parties or other websites.

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XXVII. Advice, Opinions and Other Third Party Information

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XXVIII. Copyright Information and Infringement Concerns

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CENTER DRIVE MEDIA

c/o 25/7 Media Holdings, LLC

6701 Center Drive West, Third Floor, Los Angeles, CA 90045

Attention: Webmaster

Email: privacy@centerdrivemedia.com

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XXIX. Closed Captioning of Video Programming

For written questions, concerns or complaints regarding the closed captioning of video programming through the Services, please contact:

CENTER DRIVE MEDIA

c/o 25/7 Media Holdings, LLC

6701 Center Drive West, Third Floor, Los Angeles, CA 90045

Attention: Webmaster

Email: privacy@centerdrivemedia.com

XXX. Choice of Law and Forum

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XXXI. Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services or Content must be filed within one (1) year after such cause of action arose or be forever barred.

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XXXII. Third Party Beneficiaries

You agree that, except for as otherwise expressly provided in the Terms, there shall be no third party beneficiaries to this Agreement.

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XXXIII. Validity of these Terms

If any provision of these Terms is held invalid or unenforceable, that provision shall be construed in a manner consistent with applicable law to reflect the original intent, and the remaining provisions of these Terms shall remain in full force and effect.

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XXIV. Full Understanding

These Terms, together with any Rules, Promotions, our Privacy Policy, our Cookie Policy, and any other regulations, procedures and policies which we refer to and which are hereby incorporated by reference, contain the entire understanding and agreement between you and CDM concerning the Services and supersedes any and all prior or inconsistent understandings relating to the Services and your use thereof. To the extent that there is a conflict between these Terms and the Promotion or Rules for the activity in which you choose to participate, the Promotion terms and/or Rules shall govern.

These Terms cannot be changed or terminated orally.

Any provision which must survive in order to allow us to enforce its meaning shall survive the termination of these Terms.

These Terms were last modified on the date indicated above and are effective immediately.

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