



Music Box Direct Terms of Use

Last updated: 30 August 2018

Welcome to Music Box Films and Music Box Direct! It is our pleasure to provide the services described below for your enjoyment and entertainment in accordance with these Terms of Use ("Terms"). Please take a moment to carefully read through these Terms.

1. Description of Service and Acceptance of Terms

1.1 Music Box Direct ("Music Box Direct," "Music Box," "we," "us", or "our"), a wholly-owned subsidiary of Southport Music Box Corporation (dba Music Box Films, Doppelgänger Releasing), provides an online video service which gives users the opportunity to select from various offerings of on-demand programming, including movies, television shows, clips, and other content (collectively, the "Content"). Our video service, the Content, our player for viewing the Content (the "Video Player") and any other products, features, tools, materials, or other services (including third party branded services) offered from time to time by Music Box Direct through a variety of access points (defined below) are referred to collectively as the "Services." The term "Access Points" refers to, collectively, the musicbox.direct website (the "Music Box Direct Site"), applications, and other places where any Services are available, including websites and applications of our third party distribution partners and other websites where users or website operators are permitted to embed or have otherwise licensed the Video Player.

1.2 Use of the Services (including access to the Content) is subject to compliance with these Terms, which incorporate by reference our Privacy Policy available at <https://www.musicbox.direct/terms-of-use/> ("Privacy Policy") and any end user license agreement that might accompany the applicable Service. Therefore, by accessing or using any of the Services through any Access Point (including by visiting the Music Box Site or by downloading or launching the Music Box Direct application), you accept and agree to these Terms.

1.3 Please note that the website addresses (i.e., URLs) included within these Terms may not function as hyperlinks on all the Access Points. To view these Terms with clickable hyperlinks, please visit the Music Box Site on your computer.

2. Changes to These Terms

2.1 We may need to make changes to these Terms from time to time for many reasons. For example, we may need to reflect updates in how the Services work or changes in the law. You should look at these Terms regularly, which are posted on the Music Box Site at <https://www.musicbox.direct/terms-of-use/>. In addition, you can access these Terms from Music Box Direct applications. You undertake and warrant to review this Terms of Use page from time to time and that your continued usage of Music Box Direct account or access to Music Box Direct Services shall be construed to be your consent to the revised Terms of Use. Any material



change to these Terms will be effective automatically 30 days after the revised Terms are first posted or, for users who register or otherwise provide opt-in consent during this 30-day period, at the time of registration or consent, as applicable.

3. Access and Use of the Services

3.1 Age Limitations. The Services are 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 register with Music Box or provide your personal information to Music Box. If you are at least 18 and under 18 years of age (or under the applicable age of majority in your state or territory of residence), you may register with Music Box only if you have the consent of your parent or guardian, including consent to these Terms on your behalf.

3.2 Your License. Music Box is pleased to grant you a non-exclusive limited license to use the Services, including accessing and viewing the Content on a streaming-only basis through the Video Player, for personal, non-commercial purposes as set forth in these Terms. The periods during which you can view each piece of Content will vary based on the rights availability of such Content and the terms of your subscription.

3.3 The Content

3.3.1 Usage Rules and Limitations. You may only access and view the Content personally and for a non-commercial purpose in Compliance with these Terms. You may not either directly or through the use of any device, software, internet site, web-based service, or other means remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content including geo-filtering mechanisms. You may not either directly or through the use of any device, software, internet site, web-based service, or other means copy, record, download, stream capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, or transmit or retransmit the Content unless expressly permitted by the terms of your subscription or otherwise by Music Box in writing. You may not incorporate the Content into, or stream or retransmit the Content via, any hardware or software application or make it available via frames or in-line links unless expressly permitted by Music Box in writing. Furthermore, you may not create, recreate, distribute or advertise an index of any significant portion of the Content unless authorized by Music Box. You may not build a business utilizing the Content, whether or not for profit. The Content covered by these restrictions includes without limitation any text, graphics, layout, interface, logos, photographs, audio and video materials, and stills. In addition, you are strictly prohibited from creating derivative works or materials that otherwise are derived from or based on in any way the Content, including montages, mash-ups and similar videos, wallpaper, desktop themes, greeting cards, and merchandise, unless expressly permitted by Music Box in writing. This prohibition applies even if you intend to give away the derivative materials free of charge.



3.3.2 **Content Subjectivity.** Content tends to elicit varying reactions among different people. You may come across Content that you find offensive, indecent, explicit or objectionable. Also, Content types, genres, categories, and descriptions are provided as suggestions to help with navigation, and Music Box does not guarantee that you will agree with them. You acknowledge these risks.

3.3.3 **Content Quality.** Music Box uses various technologies to provide you with an optimal viewing experience. That said, quality of Content, including resolution, may be affected by the format of the Content, your location, the speed and bandwidth of your internet service, and the devices used, among other factors. HD and 4K Ultra HD availability for certain Content depends on your internet service and device capabilities. The time it takes you to begin playing Content will vary based on a number of factors, including your location, internet bandwidth, the number of devices simultaneously connecting to the same network, the Content you have selected, and the configuration of the device you are using. As a result, Music Box is unable to make any warranties about the Content in these respects.

3.4 **The Video Player.** You may not modify, enhance, remove, interfere with, or otherwise alter in any way any portion of the Video Player, its underlying technology, any digital rights management mechanism, device, or other content protection or access control measure incorporated into the Video Player. This restriction includes, without limitation, disabling, reverse engineering, modifying, interfering with or otherwise circumventing the Video Player in any manner that enables users to view the Content without: (i) displaying visibly both the Video Player and all surrounding elements (including the graphical user interface, any advertising, copyright notices, and trademarks) of the Access Point where the Video Player is located; and (ii) having full access to all functionality of the Video Player, including, without limitation, all video quality and display functionality and all interactive, elective, or click-through advertising functionality.

3.5 **Embedding a Video Using the Video Player.** Where Music Box has incorporated an embed option in connection with Content on the Services, you may embed videos using the Video Player, provided you do not embed the Video Player on any website or other location that (i) contains or hosts content that is unlawful, infringing, pornographic, obscene, defamatory, libelous, threatening, harassing, vulgar, indecent, profane, hateful, racially or ethnically offensive, encourages criminal conduct, gives rise to civil liability, violates any law, rule, or regulation, infringes any right of any third party including intellectual property rights, or is otherwise inappropriate or objectionable to Music Box Films (in Music Box Films' sole discretion), or (ii) links to infringing or unauthorized content (collectively, "Unsuitable Material"). You may not embed the Video Player into any hardware or software application, even for non-commercial purposes. Music Box reserves the right to prevent embedding to any website or other location that Music Box finds inappropriate or objectionable (as determined by Music Box in its sole discretion).



3.6 **Compatible Devices.** In order to access the Services, you will need to use a computer, mobile device, streaming media player, or other device that meets the system and compatibility requirements that we establish from time to time (each, a "Compatible Device"). Please note that Compatible Devices may vary by Service. For example, certain devices may not be capable of streaming some or all of the Content provided. Features and functionalities that we make available through the Services may also differ by Compatible Device and the terms of your subscription.

3.7 **Simultaneous Streams.** The number of simultaneous streams of Content that you can access, including "in-home" and "out-of-home" streams, may vary by Service and require device and account verification. "In-home" streams are those that you stream through your home internet service. "Out-of-home" streams are those that you stream through a connection to a cellular or Wi-Fi network outside of your home.

3.8 **Internet Service and Data Usage.** In order to access the Services, you must have a high-speed broadband, wireless or similar internet connection from an internet service provider that meets certain technical specifications. Please note that multiple simultaneous streams, as well as HD and 4K Ultra HD Content, may require higher internet bandwidth. You are responsible for any costs associated with your internet service used to access the Services. Your use of the Services may count toward your data usage, depending on the terms of your agreement with your internet service provider.

3.9 **Ownership.** You agree that Music Box owns and retains all rights to the Services. You further agree that the Content you access and view as part of the Services is owned or Controlled by Music Box and Music Box's content licensors. The Services and Content are protected by copyright, trademark, and other intellectual property laws.

3.10 **Your Responsibilities.** In order for us to keep the Services safe and available for everyone to use, we all have to follow the same rules of the road. You and other users must use the Services for lawful, non-commercial, and appropriate purposes only. Your commitment to this principle is critical. You agree to observe the Services, Content, Video Player and embedding restrictions detailed above, and further agree that you will not use the Services in a way that:

- violates the rights of others, including patent, trademark, trade secret, copyright, privacy, publicity, or other proprietary rights;
- uses technology or other means to access, index, frame or link to the Services (including the Content) that is not authorized by Music Box (including by removing, disabling, bypassing, or circumventing any content protection or access control mechanisms intended to prevent the unauthorized download, stream capture, linking, framing, reproduction, access to, or distribution of the Services);
- involves accessing the Services (including the Content) through any automated means, including "robots," "spiders," or "offline readers" (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of the Services and



excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorized content);

- introduces viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- damages, disables, overburdens, blocks, obscures or otherwise impairs any advertising in connection with the Services (including the Content);
- uses the Services to advertise or promote the services that are not expressly approved in advance in writing by Music Box;
- collects information in violation of Music Box's Privacy Policy;
- encourages conduct that would constitute a criminal offense or give rise to civil liability;
- violates these Terms or any guidelines or policies posted by Music Box Films or Music Box Direct;
- interferes with any other party's use and enjoyment of the Services; or
- attempts to do any of the foregoing.

If Music Box determines in its sole discretion that you are violating any of these Terms, we may (i) notify you, and (ii) use technical measures to block or restrict your access or use of the Services. In either case, you agree to immediately stop accessing or using in any way (or attempting to access or use) the Services, and you agree not to circumvent, avoid, or bypass such restrictions, or otherwise restore or attempt to restore such access or use.

3.11 No Spam/Unsolicited Communications. We know how annoying and upsetting it can be to receive unwanted email or instant messages from people you do not know. Therefore, you may not use the Services to harvest information about users for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications. You understand that we may employ technical measures to prevent spam or unsolicited bulk or other communications from entering, utilizing, or remaining within our computer or communications networks. If you Post (as defined below in Section 7) or otherwise send spam, advertising, or other unsolicited communications of any kind through the Services, you acknowledge that you will have caused substantial harm to Music Box and that the amount of such harm would be extremely difficult to measure.

3.12 Software Downloads. In order to participate in certain Services or access certain Content, you may be notified that it is necessary to download software or other materials or agree to additional terms and conditions. Unless otherwise provided by these additional terms and conditions, they are hereby incorporated into these Terms.

3.13 Modification/Suspension/Discontinuation. We regularly make changes to the Services. The availability of the Content, as well as Access Points and Compatible Devices through which the Services are available, will change from time to time. Music Box reserves the right to replace or remove any Content and Access Points available to you through the Services, including specific titles and networks/channels, and to otherwise make changes in how we



operate the Services. Additionally, you agree that for various reasons, such as restrictions from content licensors and other limitations or considerations from third parties, certain Content that may be available through one Access Point may not be available through another Access Point. We hope not to, but we may change, suspend, or discontinue - temporarily or permanently - some or all of the Services (including the Content and the Compatible Devices through which the Services are accessed), with respect to any or all users, at any time without notice. In our continued assessment of the Services, we may from time to time, with respect to any or all of our users, experiment with or otherwise offer certain features or other elements of the Services, including promotional features, user interfaces, plans, pricing, and advertisements. You acknowledge that Music Box may do so in Music Box's sole discretion at any time without notice. You also agree that Music Box will not be liable to you for any modification, suspension, or discontinuance of the Services, although if you are a Music Box Direct subscriber and Music Box Direct suspends or discontinues your subscription to the Services, Music Box Direct may, in its sole discretion, provide you with a credit, refund, discount or other form of consideration (for example, we may credit additional days of service to your account) in accordance with Section 4 below. However, if Music Box Direct terminates your account or suspends or discontinues your access to Services due to your violation of these Terms, then you will not be eligible for any such credit, refund, discount or other consideration.

3.14 **Customer Service.** If we can be of help to you, please do not hesitate to contact our customer service department by visiting our Help Center. It would be our pleasure to serve you. We aim to deliver first-class customer service, but in the unlikely event that a customer service representative provides information that is inconsistent with these Terms, please be aware that these Terms will control.

4. Subscriptions and Billing

4.1 **Subscriptions.** While we may offer Content from time to time for free, we charge a fee to access the Services. The Services may include different Content offerings and features, with different benefits, conditions, and limitations. You can find the specific details regarding your subscription at any time by logging in on the Music Box Site and viewing your account details. Because the Services are offered in multiple time zones, for consistency, a "day" for purposes of these Terms begins at 12:00 a.m. Central Time and ends at 11:59 p.m. Central Time of that same calendar day.

4.2 **Billing.** By providing a credit card or other payment method accepted by Music Box Direct ("Payment Method") for your subscription, you are expressly agreeing that we are authorized to charge you a periodic subscription fee on a recurring basis corresponding to the term of your subscription, any other fees for additional services you may purchase, and any applicable taxes in connection with your use of your subscription to the Payment Method. If you want to use a different Payment Method than the one you signed up to use during registration, or if there is a change in your credit card validity or expiration date, you may edit your Payment Method information by logging in on the Music Box Site and viewing your account details. When



you provide a Payment Method to access a subscription, including in connection with a free trial offer, our system will attempt to verify the information you entered. We do this by processing an authorization hold, which is a standard practice. We do not charge you in connection with this authorization hold. If your Payment Method expires and you do not edit your Payment Method information or cancel your account, you authorize us to continue billing, and you will remain responsible for any uncollected amounts.

As used in these Terms, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The subscription fee will be billed at the beginning of your subscription or expiration of your free trial period, if any, whichever is earlier, and on each periodic renewal date thereafter unless and until you cancel your subscription or the account or service is otherwise suspended or discontinued pursuant to these Terms. To see the commencement date for your next renewal period, log in on the Music Box Site and view your account details.

We automatically bill your Payment Method on the calendar day corresponding to commencement of your subscription. For subscribers whose subscription starts with a free trial, billing will commence upon the expiration of the free trial. The interval of time between each payment due date shall correspond to the term of your subscription and be referred to herein as a "Billing Period." In the event your subscription began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you have a monthly subscription and became a paying subscriber on January 31, your Payment Method would next be billed on February 28. You acknowledge that the timing of when you are billed and the amount billed each Billing Period may vary, including for example due to free trials and other promotional offers, gift card redemptions, credits applied, changes in your subscription, changes in your Payment Method, and changes in applicable taxes, and you authorize us to charge your Payment Method for the corresponding amounts.

If we offer you a promotion (e.g., a promotional price) for your subscription, the specific terms of the promotion will be disclosed during your sign-up or in other materials provided to you describing the particular promotion. In the case of promotional pricing, after your promotion ends, we will begin billing your Payment Method for your subscription at the regular price after your promotion ends unless you cancel prior to the end of your promotion or unless otherwise disclosed in communications made available to you.

Music Box reserves the right to change the terms of your subscription, including price, from time to time, effective as of the beginning of your next Billing Period following the date of the change. If Music Box changes the subscription fee or other charges for your subscription, we will give you advance notice of these changes. However, we will not be able to notify you of changes in any applicable taxes.

Very rarely, if there are special circumstances where Music Box determines it is appropriate (e.g., your access to the Services is unavailable for days due to technical difficulties), we may provide credits to affected subscribers. The amount and form of such credits, and the decision to



provide them, are at Music Box's sole and absolute discretion, and the provision of credits in one instance does not entitle anyone to credits in the future under similar or different circumstance.

4.3 **Ongoing Subscription and Cancellation.** Your subscription will continue in effect on a recurring basis corresponding to the term of your subscription unless and until you cancel your subscription or the account or service is otherwise suspended or discontinued pursuant to these Terms. You must cancel your subscription before your next renewal date in order to avoid the next billing. We will bill the periodic subscription fee plus any applicable taxes to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). If you cancel your subscription, cancellation will be effective at the end of the current Billing Period - this means that you will have continued access to your subscription for the remainder of that period, but you will not receive a refund. You will also forfeit any service or referral credits upon cancellation. You can cancel your subscription by logging into your Music Box Direct account and following the instructions on your account page on the Music Box Direct Site or in the settings of our mobile application. If you pay for the Services through your account with a third party (e.g., Roku) and want to cancel your subscription or manage your billing, you may need to do so through your account with such third party.

4.4 **Unpaid Amounts.** It is important that each subscriber honor the payment obligations to which the subscriber agreed. Accordingly, we reserve the right to retry billing your Payment Method after failed attempts (e.g., if your Payment Method is rejected). We also reserve the right to pursue any amounts you fail to pay in connection with your subscription. You will remain liable for all such amounts and all costs incurred in connection with the collection of these amounts, including, without limitation, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

4.5 **Free Trials.** On occasion, we may offer free trials to the Service or a particular section of the Service for certain qualifying users. If we offer you a free trial, the specific terms of your free trial will be stated in the material describing the particular free trial or during your sign-up. Certain limitations may exist with respect to combining free trials with any other offers. Music Box reserves the right to determine eligibility for free trials. To view the specific details regarding your free trial, if any, log in on the Music Box Site and view your account details. Once your free trial period ends, we will begin billing your Payment Method for your periodic subscription fees (plus any applicable taxes), unless you cancel prior to the end of your free trial. For that reason, unless otherwise indicated in the free trial description, you may be asked to set up a valid Payment Method when redeeming a free trial offer. For existing subscribers who accept a free trial to a Service, at the end of the free trial, you may be charged a prorated amount for the Service to cover the period between the date the free trial ends and your next Billing Period begins.

It is very important to understand that you will not receive notice from Music Box Films or Music Box Direct that your free trial has ended and that payment for your subscription is due. If you wish to avoid charges to your Payment Method, you must cancel your subscription prior to



midnight Central Time on the last day of your free trial period. You may cancel your subscription at any time as described in the "Ongoing Subscription and Cancellation" section of these Terms. We will continue to bill your Payment Method for your subscription on a recurring basis corresponding to the term of your subscription until you cancel or the account or applicable Service is otherwise suspended or discontinued pursuant to these Terms. To the extent subscriptions are offered in conjunction with purchases of, or payment for, third party products or services, you agree that Music Box will not be liable to you for any claims arising out of or related to your purchase or use of such third party products or services. If you cancel your subscription during a free trial or while using a promotional code or other credits, cancellation may be effective immediately.

5. Accounts and Registration

You are responsible for all use of your account, including use of your account by other members of your household. By allowing others to access your account or to create profiles within your account, you agree to be responsible for ensuring that they comply with these Terms and you agree to be responsible for their activity using the Services.

All registration information you submit must be accurate and updated. Please keep your password confidential. You will not have to reveal it to any Music Box Films or Music Box Direct representative. Because you are responsible for all use of your account, including unauthorized use by any third party, please be very careful to guard the security of your password. Please notify us by email at info@musicbox.direct if you suspect any unauthorized use of your account. Please also make sure to notify us if your registration information changes, in case we need to contact you.

You may find information on how to delete your Music Box Direct account by logging in on the Music Box Site and viewing your account details. Please identify your account and provide a valid reply email address in the event we require additional information to terminate your account. Please note: if you are a subscriber you must first cancel your subscription before you will be able to delete your account. Please see the section "Ongoing Subscription and Cancellation" above for instructions on how to cancel your subscription.

We reserve the right to immediately terminate or restrict your account or your use of the Services or access to Content at any time, without notice or liability, if Music Box determines in its sole discretion that you have breached these Terms, violated any law, rule, or regulation, engaged in other inappropriate conduct, or for any other business reason. We also reserve the right to terminate your account or your use of the Services or access to Content if such use places an undue burden on our networks or servers. Of course, we would prefer to avoid such termination; therefore, we may use technology to limit activities, such as the number of calls to the Music Box Direct servers being made or the volume of User Material (as defined below in Section 7) being Posted, and you agree to respect these limitations and not take any steps to circumvent, avoid, or bypass them.

6. Collection and Use of Personal Information



For information about Music Box's policies and practices regarding the collection and use of your information, please read Music Box's Privacy Policy available at <https://www.musicbox.direct/privacy-policy/>. The Privacy Policy is incorporated by reference and made part of these Terms. Thus, by agreeing to these Terms, you agree that your presence on the Music Box Films or Music Box Direct Site and use of the Services through any other Access Point are governed by the Music Box Privacy Policy in effect at the time of your use.

7. User Reviews, Comments, and Other Material

7.1 Your Posts. As part of the Services, users may have an opportunity to publish, transmit, submit, or otherwise post (collectively, "Post") reviews, comments, or other materials (collectively, "User Material"). In order to keep the Services enjoyable for all of our users, you must adhere to the rules below.

Please choose carefully the User Material you Post. Please limit yourself to User Material directly relevant to the Services. Moreover, you must not Post User Material that: (i) contains Unsuitable Material (as defined above in Section 3); or (ii) improperly claims the identity of another person. Please note that if you Post User Material on Music Box using a third party service, such as a social network or email provider, your first and last name or other user ID may appear to the public each time you Post. We advise that you do not, and you should also be careful if you decide to, Post additional personal information, such as your email address, telephone number, or street address.

You must be, or have first obtained permission from, the rightful owner of any User Material you Post. By submitting User Material, you represent and warrant that you own the User Material or otherwise have the right to grant Music Box the license provided below. You also represent and warrant that the Posting of your User Material does not violate any right of any party, including privacy rights, publicity rights, and intellectual property rights. In addition, you agree to pay for all royalties, fees, and other payments owed to any party by reason of your Posting User Material. Music Box will remove all User Material if we are properly notified that such User Material infringes on another person's rights. You acknowledge that Music Box does not guarantee any confidentiality with respect to any User Material.

By Posting User Material, you are not forfeiting any ownership rights in such material to Music Box. After Posting your User Material, you continue to retain all of the same ownership rights you had prior to Posting. By Posting your User Material, you grant Music Box a limited license to use, display, reproduce, distribute, modify, delete from, add to, prepare derivative works of, publicly perform, and publish such User Material through the Services and on other platforms and services worldwide, including on or through any Access Point, in perpetuity, in any media formats and any media channels now known or hereinafter created. The license you grant to Music Box is non-exclusive (meaning you are not prohibited by us from licensing your User Material to anyone else in addition to Music Box), fully-paid, royalty-free (meaning that Music Box is not required to pay you for the use of your User Material), and sub-licensable (so that Music Box is able to use its affiliates, subcontractors, and other partners, such as internet content delivery



networks, to provide the Services). By Posting your User Material, you also hereby grant each user of the Services a non-exclusive, limited license to access your User Material, and to use, display, reproduce, distribute, and perform such User Material as permitted through the functionality of the Services and under these Terms.

7.2 **Third Party Posts.** Despite these restrictions, please be aware that some material provided by users may be objectionable, unlawful, inaccurate, or inappropriate. Music Box does not endorse any User Material, and User Material that is Posted does not reflect the opinions or policies of Music Box. We reserve the right, but have no obligation, to monitor User Material and to restrict or remove User Material that we determine, in our sole discretion, is inappropriate or for any other business reason, as permitted by law. In no event does Music Box assume any responsibility or liability whatsoever for any User Material, and you agree to waive any legal or equitable rights or remedies you may have against Music Box with respect to such User Material. You can help us tremendously by notifying us of any inappropriate User Material you find by emailing info@musicbox.direct (subject line: "Inappropriate User Material").

8. **Linked Destinations and Advertising**

8.1 **Third Party Destinations.** If we provide links or pointers to other websites or destinations, you should not infer or assume that Music Box operates, controls, or is otherwise connected with these other websites or destinations. When you click on a link within the Services, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or destination. In some cases, it may be less obvious than others that you have left the Services and reached another website or destination. Please be careful to read the terms of use and privacy policy of any other website or destination before you provide any information or engage in any transactions. These Terms do not govern your use of another website or destination.

Music Box is not responsible for the content or practices of any website or destination other than the Music Box Site, even if it links to the Music Box Site and even if the website or destination is operated by a company affiliated or otherwise connected with Music Box. By using the Services, you acknowledge and agree that Music Box is not responsible or liable to you for any content or other materials hosted and served from any website or destination other than the Music Box Site.

8.2 **Third Party Advertisements and Services.** Music Box takes no responsibility for and does not endorse any third party advertisements or any third party material Posted on any Access Point where the Services are available, nor do we take any responsibility for the products or services provided by advertisers. Any dealings you have with advertisers while using the Services, including through engaging with interactive advertisements, are between you and the advertiser, and you agree that Music Box is not liable for any loss or claim that you may have against an advertiser. If you provide any confidential or personal information or engage in any transaction through an advertisement, Music Box is not responsible for such information or transaction and we encourage you to read the terms of use and privacy policy of the advertiser or other party collecting such information or engaging in such transaction.



9. Trademarks

Music Box Direct, Music Box Films, Doppelganger Releasing and Morgan Station Films, and each of their logos, graphics, scripts and sounds are trademarks of our parent company, Southport Music Box Corporation. None of these trademarks may be copied, downloaded, or otherwise exploited.

10. Unsolicited Submissions

It is Music Box's policy not to accept unsolicited submissions, including scripts, story lines, articles, fan fiction, characters, drawings, information, suggestions, ideas, or concepts. Music Box's policy is to delete any such submission without reading it. Therefore, any similarity between an unsolicited submission and any elements in any Music Box creative work, including a film, series, story, title, or concept, would be purely coincidental.

11. Disclaimer of Warranties, Limitation of Liability and Indemnity

WHILE WE DO OUR BEST TO PROVIDE THE OPTIMAL PERFORMANCE OF THE SERVICES, YOU AGREE THAT USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, INCLUDING THE MUSIC BOX SITE, THE CONTENT, THE VIDEO PLAYER, THE FEATURES, USER MATERIAL, AND ANY OTHER MATERIALS CONTAINED ON OR PROVIDED THROUGH ANY ACCESS POINT, ARE PROVIDED "AS IS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, MUSIC BOX DOES NOT MAKE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY OR NONINFRINGEMENT; OR THAT THE SERVICES WILL BE UNINTERRUPTED, FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS, ACCURATE, ERROR FREE, OR RELIABLE.

IN NO EVENT SHALL MUSIC BOX OR ITS AFFILIATES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SUPPLIERS (INCLUDING DISTRIBUTORS AND CONTENT LICENSORS) (COLLECTIVELY, THE "MUSIC BOX PARTIES"), BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE SERVICES (INCLUDING ANY INFORMATION, PRODUCTS, OR SERVICES ADVERTISED IN, OBTAINED ON, OR PROVIDED THROUGH ANY ACCESS POINT), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY, EVEN IF THE MUSIC BOX PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL



DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO USE OF THE SERVICES OR \$25 (WHICHEVER IS LESS).

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE MUSIC BOX PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS), AND OTHER LOSSES ARISING OUT OF OR IN ANY WAY RELATED TO YOUR BREACH OR ALLEGED BREACH OF THESE TERMS OR YOUR USE OF THE SERVICES (INCLUDING YOUR USE OF THE CONTENT). MUSIC BOX RESERVES THE RIGHT, AT OUR OWN EXPENSE, TO EMPLOY SEPARATE COUNSEL AND ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU.

12. Notice and Procedure for Claims of Copyright Infringement.

If you believe that any Content, User Material, or other materials provided through the Services, including through a link, infringes your copyright, you should notify Music Box of your infringement claim in accordance with the procedure set forth below.

We will process each notice of alleged infringement that Music Box receives and take appropriate action in accordance with applicable intellectual property laws. A notification of claimed copyright infringement should be emailed to Music Box at info@musicbox.direct (subject line: "DMCA Takedown Request"). You may also contact us by mail or facsimile at:

Attention: Copyright Agent

Music Box Direct LLC

173 N Morgan Street

Chicago, IL 60607

Fax: (773) 248-8271

To be effective, the notification must be in writing and contain the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Services that is reasonably sufficient to enable Music Box to identify and locate the material; (iv) how Music Box can contact you, such as your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you that the above information in your notice is accurate and under penalty of perjury that you are authorized to act on behalf of the copyright owner or the owner of an exclusive right in the material.

13. ARBITRATION OF CLAIMS. PLEASE READ THIS CAREFULLY. WE WANT YOU TO KNOW HOW IT AFFECTS YOUR RIGHTS.



If you have an issue with the Services, we encourage you to review our frequently asked questions or contact our customer service team through our **Help Center**. In the event there is an issue that still requires attention, we want to make the resolution process as quick and efficient as possible. We also want to specify now what each of us should expect in order to avoid any confusion later. To that end, you and Music Box agree to first discuss any issue informally for at least 30 days. To do that, please send your full name and contact information, your concern and your proposed solution by mail to us at: Music Box Direct LLC, 173 N Morgan Street, Chicago, IL 60607 Attn: Legal Department. If we would like to discuss an issue with you, we will contact you using the email address you provided when you registered for Music Box Direct.

If we do not reach an agreed upon solution after our discussions for at least 30 days, you and Music Box agree that any and all claims that either of us may have arising out of or relating to: (i) these Terms (including formation, performance, or breach of them, and including the scope and enforceability of this arbitration provision); (ii) the Privacy Policy, which is incorporated in these Terms; (iii) any aspect of our relationship with each other; and (iv) use of the Services, must be resolved through binding arbitration before the American Arbitration Association (“AAA”) using its Consumer Arbitration Rules, [available here](#) or by calling the AAA at 1-800-778-7879. As an exception to this arbitration agreement, Music Box is happy to give you the right to pursue in small claims court any claim that is within that court's jurisdiction as long as you proceed only on an individual basis.

You and Music Box agree to arbitrate in each of our individual capacities only, not as a representative or member of a class, and each of us expressly waives any right to file a class action or seek relief on a class basis.

Rather than force everyone to visit us in Illinois, if you can demonstrate that arbitration in Illinois would create an undue burden to you, you are free to initiate the arbitration in your home state. Otherwise, the arbitration hearings will be held in Cook County, Illinois.

You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you initiate the arbitration, Music Box will reimburse you for your filing fee, unless your claim is for greater than \$500.00, in which event you are responsible for paying the filing fee. Regardless of who initiates the arbitration, Music Box will pay any other arbitration fees, including your share of arbitrator compensation.

It is important that you understand that the arbitrator's decision will be binding and may be entered as a judgment in any court of competent jurisdiction. If the arbitrator rules against Music Box, in addition to accepting whatever responsibility is ordered by the arbitrator, we think it's fair that Music Box reimburse your reasonable attorneys' fees and costs, regardless of who initiated the arbitration. In addition, if the arbitrator rules in Music Box's favor, Music Box will not seek



reimbursement of our attorney's fees and costs, regardless of who initiated the arbitration. For clarity, this arbitration provision will survive cancellation of your Music Box Direct account.

If you're not sure what all of this means, of course please feel free to ask an attorney.

Specifying what happens if any issue arises with one of our users is never a fun topic. But we pride ourselves on transparency and we thank you in advance for understanding why it's important that you and Music Box agree on the process described in this Section.

14. Limitation on Time to Bring a Claim

To help resolve any issues between us promptly, you and Music Box agree to bring any claims arising out of or relating to these Terms (including Music Box's Privacy Policy), our relationship, or the use of the Services within six months after a claim arises; otherwise, the claim is waived. This limitation applies regardless of the venue in which such claim is or could otherwise be asserted.

15. General Information.

15.1 International Use. We are a company based in the United States. Music Box's goal is to bring you as much Content as is legally available. That said, we are limited by the rights that our content licensors grant to us. Using technologies to access the Content from territories where Music Box does not have rights or that are not permitted by the terms of your subscription is prohibited.

15.2 Export Controls. Software and the transmission of applicable technical data, if any, in connection with the Services are subject to export controls. You agree to comply with all applicable laws regarding software and the transmission of technical data exported from the United States or the country in which you reside.

15.3 Choice of Law and Forum. These Terms are governed by, and construed in accordance with, the laws of the State of Illinois without giving effect to principles of conflicts of law. To the extent that the arbitration provision outlined in Section 13 is not applicable (e.g., when confirming an arbitration award), you and Music Box agree to submit to the exclusive jurisdiction of the courts located in the Cook County of the State of Illinois.

15.4 No Waiver/Reliance. If you see other parties violating these Terms, we would appreciate it if you would let us know at info@musicbox.direct (subject line: "TOU Violation"). Precisely how Music Box responds to a party that is violating these Terms will be determined after carefully analyzing all of the facts and circumstances of a particular case. You may not rely upon Music Box's precise response with respect to one party or one situation as any indication of what Music Box might do with respect to another party or another situation, even if the parties or situations appear to you to be similar. Similarly, if we fail to act in response to a violation of these Terms, you should not assume that we do not object to the violation or even that we are aware of it. In addition, you may not construe a waiver of any provision of these Terms with respect to any party as a waiver of that provision (or any other provision) with respect to either that party or any other party. Further, Music Box's decision to delay exercising or enforcing any right or remedy under these Terms shall not constitute a waiver of such right or remedy. Even if Music Box acts



in a way that appears to you to be inconsistent with these Terms, Music Box's action shall not be deemed a waiver or constructive amendment of these Terms.

15.5 **Integration, Amendment, Severability, and Electronic Communications.** Please note that these Terms, including Music Box's Privacy Policy which is incorporated in these Terms and any end user license agreement that might accompany the applicable Service, constitute the entire legal agreement between you and Music Box and govern your use of the Services (including your use of the Content) (but excludes any services, if any, that Music Box may provide to you under a separate signed written agreement), and completely replaces any prior agreements between you and Music Box in relation to the Services. These Terms operate to the fullest extent permissible by law. If any provision of these Terms is held to be unlawful, void, or unenforceable, you and we agree that the provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

From time to time, we may communicate with you about the Services and these Terms electronically (e.g., emails to your registered email address, notices on the Music Box Site and other Access Points). You consent to receive electronic communications from Music Box and further agree that any notices, agreements, disclosures, and other communications that we send to you electronically will satisfy any applicable legal notification requirements. We recommend that you keep a copy of any electronic communications we send to you for your records.

Thank you for taking the time to read these Terms. By understanding and agreeing to follow these Terms, the experience will be better for all users. It is our goal to provide you with a first class user experience, so if you have any questions or comments about these Terms, please contact us at info@musicbox.direct. Enjoy the Services!