

# TERMS OF USE

Updated: July 15, 2019

PLEASE READ THESE TERMS OF USE ("Terms", "Terms of Use", or "Agreement") IN IT'S ENTIRETY — THE CONTENT OF WHICH CONTAIN YOUR LEGAL RIGHTS AND OBLIGATIONS AND INCLUDE WAIVERS OF RIGHTS AND LIMITATIONS.

Thank you for using a service provided by Sonie Visual Media ("we", "us", or "our"). These terms of use are a legally binding document between you and Sonie Visual Media and govern your use and access of this site. Your continued use of this site indicates that you have had sufficient opportunity to access and have read and accepted these Terms. If you do not agree to the contents listed in this Term of Use, you should immediately cease accessing and using this site and its services.

## 1. Changes to these Terms

We reserve the right, in our sole discretion, to modify these terms of use at any given time without forewarning or with forewarning should the situation warrant such action\*. Thus, upon agreeing to these Terms you acknowledge the fact that it is your sole responsibility to regularly stay up to date with the posted Terms of Use each time you use any service through Sonie Visual Media, and only proceed to use the site if you accept with and comply with the new Terms. Any modifications to these Terms will automatically supersede the prior version that was made available.

## 2. Warranties

You warrant to us that you have the legal capacity (more than 18 years of age or possess legal parental or guardian consent) to enter these Terms of Use and form a contract, and that you comprehend the information contained within these Terms. You relinquish Sonie Visual Media of all faults and damages if you do not have the legal capacity to enter into a contract and proceed to do so still.

## 3. Licensing

We grant you a non-exclusive, royalty free, revocable worldwide and non-transferable license to use the site for your personal and non-commercial use in accordance with these Terms. All other uses are strictly prohibited without prior written consent.

## 4. Content Warning/Sensitivity

Any image, video, text etc. that are included on this site is carefully handpicked and creatively drafted. Sonie Visual Media strives to abide by current legal standards regarding parental guidelines (PG, PG13, MA, G etc.) and the Motion Picture Association of America (MPAA), but as an independent production company, Sonie Visual Media holds personal content creativity to a high standard. As a result, by viewing and interacting with this site you acknowledge that you may view content that may be 'graphic', but that such content will follow after a 'trigger warning' text which explains the type of content that will be viewed.

## 5. Third Party Information/Websites

This site may contain third party information that includes but is not limited to: guest comments, advertisements and links. Sonie Visual Media does not personally or professionally endorse, sponsor or approve of Third-Party information that may be contained on the site. Thus, such content is not indicative of the views or beliefs of Sonie Visual Media.

## 6. Limitation of Liability

By viewing and interacting with Social Visual Media you acknowledge that you do so at your own risk. You assume full responsibility for implementing sufficient procedures. You acknowledge that your use of the site and any information sent or received in connection therewith, may not be secured and may be intercepted by unauthorized parties. You assume responsibility for the entire cost of all necessary maintenance and or repairs.

## 7. Indemnification

By using this site, you agree to hold Sonie Visual Media harmless from and against any actual or alleged claims, demands, causes of action, judgment, liabilities, losses, damages, and all cost of defense arising out of or relating to your (a) violation, and (b) breach of these terms.

## 8. Delays and outages

Sonie Visual Media is not responsible for any delays or interruption to the Site. We cannot guarantee that the Site will always be available all the time or at any given time. We may without notice to you, discontinue the Site in whole or in part. We are not responsible for any loss, cost, damage or liability that may result from our discontinuance of the Site.

## 9. Disputes

You agree to use your best endeavors to use mediation and negotiation to resolve any dispute arising out of or relating to these Terms, prior to resorting to an external dispute resolution process. Please notify us in writing of any dispute you may have.

## 10. Privacy

Your privacy is very important to us at Sonie Visual Media and as such we strive to protect it. For more information please visit our Privacy Policy

## 11. Governing Law

Sonie Visual Media operates in the United States. Information contained on this site may not be available in other locations or territories in which content on this site may be prohibited. You may not use this site or export its contents in violations of U.S. exports laws and regulations. You relinquish Sonie Visual Media of any indemnification towards you if you fail to act in accord with this standard.

## 12. Additional Comments

For questions and notices, please contact us at:

Sonie Visual Media

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