

Terms of Use

Effective Date: September 14, 2020

These Terms of Use (“Terms”) apply to websites and interactive features and online services owned or operated by Nine Muses Entertainment or its subsidiaries or affiliates (“Nine Muses”, “we” or “us”) that post a link to or include these Terms, including the website located at <https://www.ninemuses.com> (collectively the “Sites”), and any content or functionality offered on or through the Sites. Please read these Terms carefully before accessing or using the Sites.

Arbitration Notice: Except for certain types of disputes described in the Arbitration Agreement/Governing Law/Class Action Waiver/Dispute Resolution Section below, you and Nine Muses Parties agree that disputes between you and Nine Muses Parties will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.

1. Acceptance of Terms

These Terms govern your access to and use of the Sites. In order to access and use the Sites, you must first agree to these Terms. By accessing or using the Sites (whether or not you have an account or subscription), or by clicking to accept or agree to these Terms when this option is made available to you, you accept and agree to be bound by these Terms. **IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE SITES.**

In addition to these Terms, your use of certain Nine Muses services or features on the Sites may require you to accept additional terms, conditions, or guidelines applicable to such features or services ("**Additional Terms**"). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

2. Changes to Terms

We reserve the right, in our sole discretion and at any time, to change or add to these Terms and we will notify you of material changes by posting the changed or modified Terms ("**Updated Terms**"). We may also provide notice to you in other ways in our discretion, such as through contact information you have provided. Your use of the Sites after we have posted the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement and consent to the Updated Terms. Therefore, you should review these Terms before using the Sites. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Sites from that point forward. Any changes will not apply to any dispute between you and us arising prior to the date on which we make available the revised Terms incorporating such changes or otherwise notified you of such changes.

3. Privacy Policy

Please read our Privacy Policy, available at ninemuses.com (the “Privacy Policy”), which explains how we collect, use and share information through the Sites. The Privacy Policy applies to use of the Sites, and its terms and conditions are incorporated and made a part of these Terms by this reference.

4. Eligibility to Use the Sites

The Sites are intended for those individuals that are at least 18 years old. You may not access or use the Sites for any purpose if you are barred from accessing or using the Sites under the laws of the jurisdiction in which you are resident or from which you access the Sites.

You agree that Nine Muses may, in its sole discretion and without prior notice, terminate your access to the Sites and/or block your future access to the Sites if we determine that you have violated these Terms. You further agree that Nine Muses may preserve any transmittal or communication by you with Nine Muses through the Sites or any service offered on or through the Sites, and may also disclose such data if required to do so by law or Nine Muses determines, in its sole discretion, that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any such data violates the rights of others; or (iv) protect the rights, property or personal safety of Nine Muses, its employees, users of or visitors to the Sites, and the public. You agree that Nine Muses may report your conduct, activity, or identity to law enforcement or other appropriate authorities, take appropriate legal action against you, respond to subpoenas or other requests for information regarding your use of the Sites, or otherwise take action to protect our rights and the rights of any third party. BY ACCEPTING THESE TERMS, YOU WAIVE ANY CLAIMS RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY ACTION TAKEN BY NINE MUSES DURING OR AS A RESULT OF SUCH INVESTIGATIONS.

5. Your Use of the Sites

Nine Muses grants you a limited, non-exclusive, non-sublicensable, non-transferable, and fully revocable license to access, view, and use the Sites for your personal, non-commercial use solely as provided by these Terms and as expressly permitted by the features and functionality of the Sites, subject to your compliance with these Terms and all applicable laws. In consideration of your access to the Sites, you covenant and agree:

- To comply with all applicable laws with regard to your use of the Sites, and to not use the Sites for any purpose that is unlawful or otherwise prohibited by these Terms;
- Not to obtain or attempt to obtain any content through any means not intentionally made available to you or provided for your personal use of the Sites, and not to resell, reproduce or publish any content made available through the Sites, except as explicitly permitted by these Terms;
- Not to upload, post, email or transmit any material that is derogatory, defamatory, obscene, or offensive, or anything that might be construed as harassment or disparagement;
- Not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, exploit or transmit for any commercial purpose, any portion of the Sites;
- Not to circumvent, disable or interfere with any security features of the Sites or other features that prevent or restrict use or copying of any content or enforce limitations on use of the Sites; and
- Not to use the Sites in any manner that could damage, disable, overburden or impair the Sites or interfere with any other user’s use or enjoyment of the Sites.

6. Nine Muses Content

All text, graphics, interfaces, content, photos, videos, documents, records, trademarks, logos, sounds, music, artwork and computer code (collectively, the “Nine Muses Content”), including the design, expression, “look and feel” and arrangement of such Nine Muses Content, contained or made available on the Sites are owned, controlled or licensed by or to Nine Muses, and is protected by trade dress, copyright, patent, trademark, intellectual property and other laws. Except as expressly provided herein, no part of the Sites and no Nine Muses Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise or other purpose, without Nine Muses’s express prior written consent.

7. Third-Party Sites

The Sites may contain links to independent third-party websites. Any links to such third-party websites are provided solely as a convenience to our visitors. Nine Muses does not endorse and is not responsible for any materials, content, advertising, products or services made available from such third-party websites. If we provide links to social media platforms, such as Facebook or Twitter, and you choose to visit such platforms through our links, please note that the information you post, transmit or make available on such platforms may be viewed by the public. We are not responsible for any third-party use of any information you post, transmit or make available on such platforms.

8. Linking Policy

Nine Muses grants you the revocable permission to link to the Sites; provided, however, that any link to the Sites: (a) must not frame or create a browser or border environment around any of the content on the Sites or otherwise mirror any part of the Sites; (b) must not imply that Nine Muses, Bryce Dallas Howard, or the Sites is endorsing or sponsoring any third party or its products or services, unless we have given the third party prior written consent; (c) must not present false information about, or disparage, tarnish, or otherwise, in Nine Muses’s sole opinion, harm Nine Muses, its products or services or Bryce Dallas Howard; (d) must not use any Nine Muses trademarks without the prior written permission from Nine Muses; (e) must not contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in Nine Muses’s sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to these Terms. You agree that you will not link to the Sites from any source that is unlawful, abusive, indecent or obscene, that promotes violence or illegal acts, that contains expressions of racism, that is libelous, defamatory, scandalous, or inflammatory or is otherwise inappropriate (in Nine Muses's sole discretion). If you do link to the Sites, the link must be in plain text, unless otherwise pre-approved in writing by Nine Muses. Nine Muses reserves the right, in its sole discretion, to terminate a link with any website that it deems inappropriate or inconsistent with the Sites or these Terms. By linking to the Sites, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in these Terms, Nine Muses reserves the right to prohibit linking to the Sites for any reason in our sole and absolute discretion.

9. Proprietary Rights

You acknowledge and agree that Nine Muses or its licensors (as applicable) own all worldwide right, title, and interest in and to the Sites, including any intellectual property rights embodied therein or related thereto. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works of, reverse engineer, decompile, or attempt to extract the source code of the

Sites or any software used in connection with the Sites, in whole or in part. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Sites. The trademarks, service marks, trade names and logos displayed on the Sites are registered and unregistered marks of Nine Muses and third parties. Nothing contained on the Sites shall be deemed or construed as granting, by implication, estoppel, or otherwise, any license or right to use any mark displayed on the Sites without the prior written approval of Nine Muses or such third party that may own the applicable mark displayed on the Sites. Your misuse of any marks displayed on the Sites, or any other content on the Sites, except as provided in these Terms, is strictly prohibited. Any feedback you provide to use relating to the Sites shall be deemed to be non-confidential. We shall be free to use such information on an unrestricted basis.

10. Submissions

Nine Muses does not accept or consider unsolicited creative materials, ideas or suggestions via our Sites, including, without limitation, unsolicited submissions for motion pictures, television programs, products or services. The intent of this policy is to avoid the possibility of any misunderstandings if your creative materials, ideas or suggestions are similar to materials or projects that have been independently developed by or on behalf of Nine Muses. Please do not send to us any unsolicited creative materials or similar works or otherwise make any such unsolicited submissions to Nine Muses through the Sites or otherwise. In the event you do send us an unsolicited submission, you understand and agree that your unsolicited submission does not create any fiduciary or other relationship between you and Nine Muses, and you automatically and irrevocably grant to Nine Muses an unrestricted, unconditional, unlimited, worldwide, non-exclusive, sub-licensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right and license to use your unsolicited submissions, including without limitation all copyrights, patents, trademarks, service marks, trade names, trade identities, trade secrets, logos, domain names, know-how, source code and object code, inventions, moral rights, author's rights, algorithms, rights in packaging, goodwill and other intellectual property and proprietary rights whatsoever in your unsolicited submissions. You further agree that, to the fullest extent permitted by applicable law, Nine Muses Parties will have the unfettered right throughout the universe, in perpetuity, without any credit or compensation to you, to use, reuse, modify, alter, archive, post, translate, reproduce, distribute (through multiple tiers), publish, transmit, broadcast, display (whether publicly, digitally or otherwise), disclose, adapt, create derivative works based upon, perform (whether publicly, digitally or otherwise), develop, manufacture and use for any purpose, including without limitation advertising, marketing, publicity and promotional purposes, any of your unsolicited submissions or portions of your unsolicited submissions, and your name, voice, likeness and other identifying information, in any form, media, software or technology of any kind now known or developed in the future for any purposes whatsoever including, without limitation, developing, manufacturing and marketing, movies, films, audiovisual works and products. You acknowledge that the Nine Muses Parties may be working on or developing material similar or the same in nature to your unsolicited submissions and that Nine Muses Parties may have received similar or the same intellectual property rights from another party. If your unsolicited submission is subject to protection under intellectual property rights laws, you are responsible for seeking and securing any such protection that may be available to you.

We are under no obligation to refrain from using the unsolicited submission (in whole or in part), to keep it confidential, or to compensate you for our use of it. Any unsolicited submission will be treated as non-confidential and non-proprietary. Nine Muses and its affiliates shall be free to use any such unsolicited submission for any purpose. We shall be under no obligation to maintain any of your submissions in confidence or pay to you or any third party any compensation for any such submissions.

11. Notices and Electronic Communications

When you visit the Sites or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Sites or through the Sites. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

12. Disclaimer of Warranties

To the maximum extent permitted by applicable law, you acknowledge and agree that your use of the Sites is at your sole risk. The Sites are provided on an "as is" and "as available" basis. To the fullest extent permissible by applicable law, Nine Muses, and its subsidiary companies, affiliated entities and businesses, vendors and the directors, shareholders, members, managers, officers, employees, agents, successors and assigns or other representatives of each of them (collectively, with Bryce Dallas Howard, the "Nine Muses Parties") expressly disclaim any and all warranties of any kind, whether express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, title, quality, non-infringement and security associated with the transmission of information to Nine Muses or via the Sites. Nine Muses Parties make no warranty that the Sites will meet your requirements or will be uninterrupted or error-free, or that any errors will be corrected. Any material downloaded from the Sites is done at your own risk and you will be solely responsible for any damage or loss of data that results from downloading such material. To the fullest extent permissible by applicable law, Nine Muses Parties disclaim any and all liability for the acts, omissions and conduct of any third parties in connection with your use of the Sites. Nine Muses Parties do not warrant that the Sites, any Nine Muses content, or any other information made available to you through the Sites is free of viruses or other harmful components. Your sole remedy against any Nine Muses Party for dissatisfaction with the Sites, any Nine Muses content or other information made available to you through the Sites is to stop using the Sites.

By accessing or using the Sites you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Sites.

13. Limitation of Liability

Nine Muses Parties shall not be liable to you or any third party for any direct, indirect, incidental, special, consequential, exemplary, or other damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting from or otherwise relating to: (i) your use or inability to use the Sites; (ii) any action you take based on the content or information made available to you on or through the Sites; (iii) unauthorized access to or alteration of your user data or content; or (iv) statements or conduct of any third party on or in connection with the Sites. In no event shall Nine Muses Parties' aggregate liability to you in connection with the Sites or these Terms exceed one hundred us dollars (\$100). The prior limitation on damages is not intended to limit the Nine Muses Parties' obligation to pay prevailing party costs or fees if recoverable pursuant to applicable law. The foregoing limitations shall apply regardless of the form of action, whether in contract, tort, negligence, strict liability or otherwise, even if Nine Muses Parties have been advised of the possibility of such damages or such damages are reasonably foreseeable. If applicable law does not allow all or any part of the foregoing limitations of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law.

By accessing the Sites, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you

acknowledge that you have read and understand, and expressly waive, the benefits of section 1542 of the Civil Code of California, and any similar law of any state or jurisdiction, which provides as follows: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

14. Indemnification

You agree to indemnify, defend, and hold harmless Nine Muses Parties from and against any and all claims, allegations, demands, actions, causes of action, lawsuits, investigations and proceedings (including any and all liability, damages, costs, expenses (including reasonable attorneys’ fees and court costs), settlements, fines, penalties and losses of any kind or nature whatsoever resulting from any of the foregoing) arising out of, in connection with, or otherwise relating to: (i) your violation of these Terms; (ii) your use of the Sites; (iii) your violation of another person’s rights; (iv) your violation of law; or (v) your user data or content.

15. Compliance with Applicable Laws

You represent, warrant and agree that you will comply with all applicable laws in using the Sites and you will not perform or fail to perform any act that you know or reasonably should know would place Nine Muses in violation of any law. You agree to comply with all laws and regulations regarding online conduct and acceptable content.

16. Location of the Sites and Territorial Restrictions

The Sites is controlled and operated by Nine Muses from its offices in the State of California. The content and materials on the Sites are presented solely to provide information regarding Nine Muses’s products and services available in the United States. Nine Muses makes no representation that the content or materials on the Sites are appropriate or available for use in other countries or jurisdictions. Any users who access the Sites from other countries or jurisdictions does so on their own initiative and are solely responsible for compliance with United States and local laws regarding online conduct and acceptable content, if and to the extent such local laws are applicable. If you are a non-United States user, please be advised that other countries and jurisdictions may have laws and regulatory requirements that are different from those in the United States. We reserve the right to limit the availability of the Sites or any portion of the Sites, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that we provide.

Software related to or made available by the Sites may be subject to United States export controls. Thus, no software from the Sites may be downloaded, exported or re-exported: (a) into (or to a national or resident of) Cuba, North Korea, Iran, Syria or any other country to which the United States has embargoed goods or that has been designated by the U.S. government as “terrorist supporting”; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Sites, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

17. Arbitration Agreement/Governing Law/Class Action Waiver/Dispute Resolution

Both you and the Nine Muses Parties waive the right to a trial by jury and the right to bring or resolve any dispute as a class, consolidated, representative, collective, or private attorney general

action. Both you and the Nine Muses Parties waive the right to participate in a class, consolidated, representative, collective, or private attorney general action related to any dispute that is brought by anyone else. Notwithstanding any provision in the JAMS (defined below) standards or rules to the contrary, the arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, collective, or private attorney general action or to consolidate, join, or otherwise combine the claims of different persons into one proceeding.

You agree that these Terms and your use of our Sites is governed by the laws of the State of California, USA without regard to its conflict of law principles. The parties each agree to finally settle all disputes only through arbitration; provided, however, to the fullest extent allowed by the applicable arbitration rules or standards, the Nine Muses Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Los Angeles County, California and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating your use of our Sites, products, services and/or to these Terms will be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration," then either party can elect to have the arbitration administered by another mutually agreeable arbitration administration service who will hear the case. If an in-person hearing is required, then it will take place in Los Angeles, CA; New York City, NY; Chicago, IL; Atlanta, GA; or Dallas, TX (whichever is closest to your residence) or if required by applicable JAMS standards or rules – in or near your hometown. The federal or state law that applies to these Terms will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions or class arbitrations; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then this agreement to arbitrate does not apply and the dispute must be brought in a court of competent jurisdiction in Los Angeles, California. the Nine Muses Parties agree to pay the administrative and arbitrator's fees in order to conduct the arbitration, but specifically excluding (i) any of your travel or other costs to attend the arbitration hearing and (ii) if you initiate the arbitration against us, a \$250 fee. Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

18. Miscellaneous

We will not be liable to you for any failure or delay in our performance if such failure or delay is caused by circumstances beyond our reasonable control. The headings of the various sections in these Terms are for convenience of reference only and shall not affect the interpretation of these Terms. We reserve the right to assign or transfer our rights and obligations under these Terms.

You may not assign or transfer any of your rights and obligations under these Terms. Any purported assignment by you in violation of these Terms shall be void. Any provision of these Terms that contemplates performance or observance subsequent to any termination of these Terms, or which is otherwise necessary to interpret the rights or obligations of you or Nine Muses hereunder, shall survive any termination of these Terms and continue in full force. If any provision herein is determined to be invalid or unenforceable under law, such provision shall be amended and interpreted to accomplish the objectives of such provision to the greatest extent possible, and the remaining provisions of these Terms shall continue in full force. No delay or omission by Nine Muses to exercise any right occurring upon any non-compliance by you with respect to these Terms shall impair any such right or be construed to be a waiver thereof. These Terms state the entire agreement between you and Nine Muses with regard to the subject matter

hereof and supersede all prior and contemporaneous agreements, whether written or oral, between you and Nine Muses regarding such subject matter.

19. Questions

If you have any questions or comments regarding these Terms, the Privacy Policy or the Sites, please feel free to contact us at the address set forth below.

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