

SFERA TERMS OF USE

Please carefully read the following terms of use (these “**Terms of Use**”), our [Privacy Policy](#), [CA Privacy Policy](#) and [Europe Privacy Policy](#) (collectively, “**Privacy Policy**”), and the Deluxe Media Inc. general [Terms of Use](#) (“**General Terms of Service**”). The terms and conditions of the Privacy Policy and General Terms of Service are hereby incorporated by this reference into these Terms of Use. These Terms of Use constitute a legally binding agreement between you (or the corporation or other legal entity, if any, on whose behalf you represent) (the “**User**” or “**you**”) and SFERA STUDIOS, LLC (“**SFERA**” or “**we**”) in relation to your access and use of our website posted at www.sferastudios.com (“**Website**”) and the SFERA mobile application available at the Apple App Store and Android Marketplace (“**App**”, and collectively with the Website, the “**SFERA Platform**”).

YOU ACKNOWLEDGE AND AGREE THAT BY CLICKING ON THE “I AGREE” BUTTON, OR BY ACCESSING AND/OR USING THE SFERA PLATFORM, YOU CAREFULLY READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF USE, THEN YOU MAY NOT ACCESS OR USE THE SFERA PLATFORM.

PLEASE READ: THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION AGREEMENT REQUIRING ANY DISPUTE BETWEEN YOU AND SFERA, SUBJECT TO LIMITED EXCEPTIONS, TO BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS AND REQUIRING YOU TO FOREGO JURY TRIALS, CLASS OR COLLECTIVE ACTIONS OR PROCEEDINGS, AND ALL OTHER TYPES OF COURT PROCEEDINGS OF ANY KIND. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT FOLLOWING THE OPT-OUT PROCEDURES IN THE “BINDING ARBITRATION AND CLASS ACTION WAIVER” SECTION BELOW, YOU WILL BE BOUND BY THIS ARBITRATION AGREEMENT. BY AGREEING TO THESE TERMS OF USE, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND EXPRESSLY AGREE TO THE MANDATORY ARBITRATION AGREEMENT. PLEASE READ IT CAREFULLY.

ACCESS TO THE SFERA PLATFORM

General. The SFERA Platform provides booking, communication, and project management tools for and between Users. You may not use the SFERA Platform and may not accept these Terms of Use if you are not of legal age to form a binding contract with SFERA. If you accept or agree to these Terms of Use on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Use. Any use of the SFERA Platform not expressly provided for herein is expressly prohibited.

Registration. You may be required to register for an account (“**Account**”) with SFERA in order to access and use certain features of the SFERA Platform. When registering for an Account, you must (a) provide true, accurate, and complete information, (b) establish a username and password, and (c) maintain and promptly update such information so that it is current at all times. If you are creating an Account for a company or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant SFERA all permissions and licenses provided in these Terms of Use.

Account, Password, and Security. You are responsible for keeping your Account password confidential and secured and for all activities that occur through your Account, whether or not you have authorized them. You will immediately notify us of any unauthorized use of your password or Account or any other breach of security. SFERA will not be responsible for any loss or damage arising from your failure to comply with your responsibilities and obligations under these Terms of Use or from any activities that occur through your Account.

Additional Terms. SFERA is not and does not become a party to or other participant in any agreement between you and another User for any services offered on the SFERA Platform, and SFERA is not acting as an agent in any capacity for any party. SFERA will have no liability for any interactions between Users. SFERA does not warrant or guarantee that any services offered through the SFERA Platform will meet your requirements.

LICENSE GRANT; RESTRICTIONS; RESERVATION OF RIGHTS; NO MAINTENANCE

License Grant. Subject to your compliance with these Terms of Use, SFERA grants you a limited, revocable, non-exclusive, nontransferable license to access and use the SFERA Platform solely for your internal and lawful end use.

Restrictions. You represent, warrant and agree that: (a) you are the person accessing the SFERA Platform; (b) all information



that you provide to us is, to the best of your knowledge and ability, true, accurate and correct; (c) you will not rent, lease, sell, sublicense, assign, or otherwise transfer the SFERA Platform and/or any Content (as defined below); (d) you will not, directly or indirectly, reverse engineer, decompile, disassemble, copy, reproduce, distribute, alter, modify, create derivative works of, broadcast, or publicly display any part of the SFERA Platform or any Content except to the extent that this restriction is expressly prohibited by applicable law; (e) you will not use any robot, spider, other automatic device, or manual process to monitor or copy, in whole or in part, the SFERA Platform and/or the Content without the prior express written permission of SFERA; (f) you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the SFERA Platform, or that may damage harm or harass the SFERA Platform, the Content, other Users and/or SFERA and/or its employees and/or contractors; (g) you will not use the SFERA Platform and/or Content for any unlawful, invasive, infringing, abusive, tortious, defamatory, libelous, or fraudulent purpose; (h) you will not use the SFERA Platform to send unsolicited communications, promotions advertisements, or spam; and (i) your use of the SFERA Platform and Content, including the provision or receipt of any benefits, goods, and/or services, will be in full compliance with all export laws and regulations of any governing body in the United States (including economic and trade sanctions administered by the Office of Foreign Assets Control), the European Union, China and any other jurisdiction in which such benefits, goods or services are obtained.

Reservation of Rights. All rights not expressly granted in these Terms of Use are expressly reserved to SFERA and its Affiliates and respective third parties, as appropriate.

No Maintenance. SFERA is not obligated to provide maintenance, support or updates to you for the SFERA Platform.

PROPRIETARY RIGHTS IN SFERA PLATFORM AND CONTENT

Ownership. SFERA is the owner or licensee of the SFERA Platform and all information, materials and other content that is made available and/or appears on or through the SFERA Platform (collectively, the “**Content**”), including all intellectual property rights therein. You acknowledge that certain Content is protected by the copyright, trademark, patent or other intellectual property rights of SFERA or its licensors and affiliates (collectively, “**Affiliates**”). Except as expressly provided in these Terms of Use, nothing within the SFERA Platform or its Content shall be construed as conferring any right or license to you under any of SFERA’s or its Affiliates’ intellectual property rights, whether by estoppel, implication, waiver or otherwise.

Trademarks. All trademarks, service marks, and trade names appearing on the SFERA Platform are the property of SFERA or the respective owners, and are protected by U.S. and international intellectual property laws. You agree not to defame or disparage SFERA or its Affiliates.

THIRD PARTY DISTRIBUTION CHANNELS

The App may be made available through the Apple App Store, Android Marketplace and/or other distribution channels (“**Distribution Channels**”). If you obtain and use the App, you may be subject to additional terms and conditions of the Distribution Channel from which you obtained the App. These Terms of Use are between you and SFERA only, not with the Distribution Channel. However, if you downloaded the SFERA Platform from the Apple App Store, Apple and its subsidiaries are third party beneficiaries of these Terms of Use. Upon your acceptance of these Terms of Use, Apple shall have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof. These Terms of Use incorporate by reference Apple’s Licensed Application End User License Agreement, for purposes of which, you are “the end-user”. To the extent that the terms and conditions of the Licensed Application End User License Agreement conflict with these Terms of Use, these Terms of Use will control.

PRIVACY

The Privacy Policy explains how SFERA collects, stores, shares, or otherwise uses any personal information you provide through the SFERA Platform. SFERA’s use of your Personal Information will be in accordance with the Privacy Policy, and you hereby grant SFERA the right to use your Personal Information consistent with these Terms of Use, including the Privacy Policy.

WARRANTY DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SFERA PLATFORM AND CONTENT ARE PROVIDED ON AN “AS IS, AND AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SFERA DISCLAIMS ALL WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS AND UNDERTAKINGS, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY SFERA INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF



PERFORMANCE. SFERA DOES NOT WARRANT THAT THE SFERA PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SFERA MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING (A) THE CURRENCY, CORRECTNESS, COMPLETENESS, RELIABILITY, SUITABILITY, AVAILABILITY, OR OPERATION OF THE SFERA PLATFORM AND THE CONTENT; (B) YOUR USE OF THE SFERA PLATFORM AND THE CONTENT; OR (C) ANY THIRD-PARTY PRODUCTS AND SERVICES YOU MAY OBTAIN OR ANY THIRD-PARTY WEBSITE YOU MAY ACCESS THROUGH THE SFERA PLATFORM. YOU ARE RESPONSIBLE FOR MAKING ALL ARRANGEMENTS NECESSARY FOR YOU TO HAVE ACCESS TO THE SFERA PLATFORM, INCLUDING, WITHOUT LIMITATION, ENSURING YOUR ABILITY TO ACCESS THE INTERNET. SFERA DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY SERVICES ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OR IN CONNECTION WITH THE SFERA PLATFORM OR ANY HYPERLINKED WEBSITE OR SERVICES. RELIANCE ON ANY INFORMATION PROVIDED BY A USER OR OTHERWISE APPEARING ON THE SFERA PLATFORM IS SOLELY AT YOUR OWN RISK.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SFERA AND/OR ITS AFFILIATES, AND/OR ITS OR THEIR EMPLOYEES, CONTRACTORS, SUPPLIERS, LICENSORS AND/OR AGENTS (INCLUDING, WITHOUT LIMITATION, ANY TESTERS) BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL AND/OR PUNITIVE DAMAGES, AND/OR LOST PROFITS, REVENUE, INTEREST OR BUSINESS, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF AND/OR RELATED TO YOUR RELIANCE ON OR THE USE OF, DELAY IN BEING ABLE TO USE, OR INABILITY TO USE THE SFERA PLATFORM, THE CONTENT AND/OR ANY OTHER HYPERLINKED WEBSITE OR ANY THIRD PARTY PRODUCTS OR SERVICES, REGARDLESS OF LEGAL THEORY, EVEN IF SFERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF SFERA AND/OR ITS AFFILIATES, AND/OR ITS OR THEIR EMPLOYEES, CONTRACTORS, SUPPLIERS, LICENSORS AND/OR AGENTS (INCLUDING, WITHOUT LIMITATION, ANY TESTERS) ARISING OUT OF AND/OR RELATING IN ANY WAY TO THE SFERA PLATFORM AND/OR CONTENT EXCEED ONE HUNDRED UNITED STATES DOLLARS (US\$100).

INDEMNITY

You agree to indemnify, defend and hold harmless SFERA and its affiliates, and its and their employees, contractors, suppliers, licensors and agents (including any testers) from and against any and all damages, costs, liabilities, losses and expenses (including, but not limited to, reasonable outside attorneys' fees) resulting from any third party claim, suit, action and/or proceeding arising out of or relating to: (a) your access and use of the SFERA Platform and the Content; (b) your failure to comply with these Terms of Use; (c) your infringement, violation, or misappropriation of any third party rights; or (d) your violation of any applicable laws or regulations.

CHANGES TO THE SFERA PLATFORM AND/OR TERMS OF USE

SFERA reserves the right to modify and/or otherwise make changes to any part of the SFERA Platform and/or Content at any time, without notice, and without liability of any kind, to you or any third party. SFERA also reserves the right to modify these Terms of Use at any time. It is your responsibility to review these Terms of Use prior to using the SFERA Platform and/or Content to ensure you are aware of and are agreeing to the latest Terms of Use. Changes take effect when SFERA posts the modified Terms of Use on the SFERA Platform. Your continued use of the SFERA Platform and/or Content following any modified Terms of Use constitutes your acceptance of the modified Terms of Use. Any Disputes arising under these Terms of Use shall be governed by the Terms of Use in effect at the time the Dispute arose. Any changes apply prospectively only to new transactions or activities after the date of the change.

TERMINATION

SFERA may, at its sole discretion, modify, suspend, terminate, or discontinue your Account and access to (or any part thereof) the SFERA Platform for any reason and at any time without notice, and without liability to you of any kind whatsoever. SFERA may also, in its sole discretion, discontinue providing the SFERA Platform, or any part thereof, with or without notice. You may terminate these Terms of Use at any time by discontinuing your use of the SFERA Platform.

Following termination of these Terms of Use, the following sections and their respective subsections will survive: "Proprietary Rights in SFERA Platform and Content", "Privacy", "Warranty Disclaimer", "Limitation of Liability", "Indemnity", "Termination", "Binding Arbitration and Class Action Waiver", and "General Terms", together with all other provisions that by their plain meaning are intended to survive.



LINKS THIRD PARTY WEBSITES

The SFERA Platform may contain links to other Internet websites, applications, and services that are operated and maintained by third parties. You acknowledge, understand and agree that SFERA will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, products or services available on such other websites, applications, and services.

BINDING ARBITRATION AND CLASS ACTION WAIVER (“ARBITRATION AGREEMENT”)

Informal Dispute Resolution. In the event of any dispute, claim, or controversy arising out of or relating to any part of these Terms of Use, or the existence, breach, termination, enforcement, interpretation, or validity thereof (collectively, “Disputes”), please contact SFERA at 2130 N. Hollywood Way, Burbank, CA 91505, Attention: General Counsel, and we will try to resolve your concerns through informal negotiation within sixty (60) days from the date of the notice of Dispute is received. If we cannot resolve the Dispute after sixty (60) days, either party may request arbitration as explained in this section.

Notice of Dispute. If any party intends to seek arbitration, the party seeking arbitration must first notify the other party of the Dispute in writing. Notice should be sent to 2130 N. Hollywood Way, Burbank, CA 91505, Attention: General Counsel. The notice must include your name, address, and contact information, the facts giving rise to the Dispute, and the relief requested.

Mandatory Binding Arbitration. By agreeing to these Terms of Use, you agree that any Dispute shall be finally settled by binding individual arbitration in accordance with the rules and procedures of the American Arbitration Association (“AAA”), and not in a court of law in any jurisdiction, and not in a class, representative, or consolidated action or proceeding, as further set forth below. You and SFERA agree that one (1) arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Disputes relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether these Terms of Use are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel. Judgment of the award rendered by the arbitrator may be confirmed, reduced to judgment, and entered in any court of competent jurisdiction as necessary to protect SFERA’s rights or its property or those of its Affiliates, employees, agents, suppliers, and contractors.

Class Action Waiver. You acknowledge and agree that you and SFERA are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and SFERA agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. If any court or arbitrator determines that the class action waiver set forth in this Section is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the entirety of the Arbitration Agreement set forth in this Section will be deemed null and void and you and SFERA will be deemed to have not agreed to arbitrate Disputes on an individual basis. Notwithstanding your and SFERA’s agreement to resolve all Disputes through arbitration, you and SFERA each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

Rules, Procedures, and Governing Law. The arbitration will be administered by the AAA under its Consumer Arbitration Rules and any supplementary rules then in effect (the “AAA Rules”), except as modified by these Terms of Use. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms of Use. Notwithstanding any choice of law or other provision in the Terms of Use, you and SFERA agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”) will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of you and SFERA that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, that issue will be resolved under the laws of the State of California, without regard to its conflict of laws provisions.

A party who desires to initiate an arbitration must submit a written Demand for Arbitration to the AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. You can contact AAA for more information on how to commence an arbitration proceeding at www.adr.org or 1-800-778-7879.

For claims under \$10,000, you may choose to have the arbitration conducted by telephone, based on written submissions, or



in person in the county where you live or at another mutually agreed location. If your claim is at or above \$10,000, your right to a hearing will be determined by the AAA Rules. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's applicable rules. SFERA will reimburse those fees for claims totaling less than \$10,000, unless the arbitrator finds your Dispute frivolous.

Opt-out procedure. You can choose to reject this Arbitration Agreement by sending us a written opt-out notice (“**Opt-Out Notice**”) within thirty (30) days following the date you first agree to these Terms of Use by email to Legal.Contact@bydeluxe.com or by mail at SFERA Studios LLC, c/o Deluxe Media Inc., 2130 N. Hollywood Way, Burbank, CA 91505, Attention: General Counsel. If mailed, the Opt-Out Notice must be post-marked no later than thirty (30) days following the date you first agree to these Terms of Use. To be effective, your Opt-Out Notice must contain your name, address, and signature. If you opt out of the Arbitration Agreement, all other parts of these Terms of Use will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with us.

GENERAL TERMS

Entire Agreement. These Terms of Use constitute the entire agreement between the parties relating to the subject matter herein, and supersedes any prior agreements, oral or written, between you and SFERA in relation to the SFERA Platform or its Content.

Relationship of the Parties. No joint venture, partnership, employment, or agency relationship is created between you and SFERA as a result of these Terms of Use and/or your use of the SFERA Platform and/or Content and neither party has any authority of any kind to bind the other in any respect.

Waiver. You agree that if SFERA does not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which SFERA has the benefit of under any applicable law), this will not constitute a formal waiver of SFERA's rights and those rights or remedies will still be available to SFERA.

Assignment. You may not assign or delegate any of your rights or obligations under these Terms of Use without SFERA's express prior written consent, and any purported assignment or delegation in violation of this Section shall be null and void. SFERA may freely assign or delegate all of its rights and obligations under these Terms of Use, fully or partially.

Severability. If any provision of these Terms of Use is held to be in violation of applicable law, void and/or unenforceable in any jurisdiction, then that provision will be waived or amended to the extent necessary for these Terms of Use to be otherwise enforceable in such jurisdiction.

Governing Law. These Terms of Use shall be construed in accordance with and governed by the internal laws of the State of California (as permitted by Section 1646.5 of the California Civil Code or any similar successor provision) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties.

Compliance with Laws. You agree to comply with all applicable international and national laws that apply to the use of the SFERA Platform, its Content or your Personal Information.

Interpretation. The section headings in these Terms of Use are for convenience and reference only and have no legal or contractual effect. No presumption is to operate in either party's favor as a result of who drafted these Terms of Use. For purposes of these Terms of Use, the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation,” and the word “or” is not exclusive.

Notice. SFERA may provide notices to you via postings on the SFERA Platform, email or any other means of communication for which you have provided contact information or which are reasonably calculated to provide you with notice.

Questions. Questions, comments and requests in relation to these Terms of Use should be sent to SFERA via email at Legal.Contact@bydeluxe.com, or via regular mail to:

c/o Deluxe Media Inc.
2130 N. Hollywood Way



Burbank, CA 91505

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