

# BRAID THE MOVIE – WEBSITE TERMS OF USE

***Last Updated: June 7, 2017***

These Terms of Use (“**Terms**”) apply to your access to and use of the “Braid the Movie” website at <https://campaign.braidthemovie.com>, including all subpages thereto (collectively, our “**Website**”), made available by Braid Film Token Issuer, a company incorporated and registered under the Companies Law of the Cayman Islands (“**Company**” or “**we**”).

If you have any questions about these Terms or our Website, please contact us by email at [BraidMovie@wanderingbard.com](mailto:BraidMovie@wanderingbard.com).

## 1 Collection and Use of Information

We may determine, in our sole discretion, that it is necessary to collect certain information relating to your activity on our Website, including your IP address, in order to enforce these Terms or to comply with applicable law or regulation. We will only use such information in connection with enforcing these Terms or complying with applicable law or regulation, which may include sharing such information with law enforcement or regulatory authorities.

## 2 Prohibited Conduct and Content

You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Website. You will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Use our Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Website or that could damage, disable, overburden or impair the functioning of our Website in any manner;
- Reverse engineer any aspect of our Website or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Website;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Website that you are not authorized to access;
- Develop or use any third-party applications that interact with our Website without our prior written consent, including any scripts designed to scrape or extract data from our Website;
- Bypass or ignore instructions contained in our robots.txt file that controls automated access to portions of our Website; or

- Use our Website for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

### 3 Limited License; Copyright and Trademark

Our Website and the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, service marks, logos, slogans and other content contained therein (collectively, the “**Company Content**”) are owned by or licensed to Company and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, Company and our licensors reserve all rights in and to our Website and the Company Content. You are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Website and Company Content for your own personal use; however, such license is subject to these Terms and does not include any right to (a) sell, resell or commercially use our Website or Company Content; (b) copy, reproduce, distribute, publicly perform or publicly display Company Content, except as expressly permitted by us or our licensors; (c) modify the Company Content, remove any proprietary rights notices or markings, or otherwise make any derivative uses of our Website or Company Content; (d) use any data mining, robots or similar data gathering or extraction methods; and (e) use our Website or Company Content other than for their intended purposes. Any use of our Website or Company Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein.

### 4 Feedback

Any questions, comments, suggestions, ideas, original or creative materials or other information you submit about Company or our products or Website (collectively, “**Feedback**”), is non-confidential and will become the sole property of Company. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

### 5 Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Company, our subsidiaries and affiliates, and each of our respective officers, directors, agents, partners and employees (individually and collectively, the “**Company Parties**”) from and against any loss, liability, claim, demand, damages, expenses or costs (“**Claims**”) arising out of or related to (a) your access to or use of our Website; (b) your Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with our Website. You agree to promptly notify Company Parties of any third party Claims, cooperate with Company Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the Company Parties will have control of the defense or settlement of any third party Claims. This indemnity is

in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Company or the other Company Parties.

## 6 Disclaimers

**We do not control, endorse or take responsibility for any third-party content available on or linked to by our Website.**

**Your use of our Website is at your sole risk. Our Website is provided “as is” and “as available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Company does not represent or warrant that our Website is accurate, complete, reliable, current or error-free. While Company attempts to make your access to and use of our Website safe, we cannot and do not represent or warrant that our Website or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Website.**

## 7 Limitation of Liability

**Company and the other Company Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if Company or the other Company Parties have been advised of the possibility of such damages.**

**The total liability of Company and the other Company Parties, for any claim arising out of or relating to these Terms or our Website, regardless of the form of the action, is limited to the amount paid, if any, by you to access or use our Website.**

**The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of Company or the other Company Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.**

## 8 Release

**To the fullest extent permitted by applicable law, you release Company and the other Company Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. You expressly waive any rights you may have under California Civil Code § 1542 as well as any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.**

## 9 Governing Law and Venue

These Terms and your access to and use of our Website will be governed by and construed and enforced in accordance with the laws of New York, without regard to conflict of law rules or principles (whether of New York or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties will be resolved in the state or federal courts of New York and the United States, respectively, sitting in New York County, New York.

## 10 Changes to these Terms

We may make changes to these Terms from time to time. If we make changes, we will post the amended Terms to our Website and update the “Last Updated” date above. Unless we say otherwise in our notice, the amended Terms will be effective immediately and your continued access to and use of our Website after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using our Website.

## 11 Termination

We reserve the right, without notice and in our sole discretion, to terminate your right to access or use our Website. We are not responsible for any loss or harm related to your inability to access or use our Website.

## 12 Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

## 13 Miscellaneous

These Terms constitute the entire agreement between you and Company relating to your access to and use of our Website. The failure of Company to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity. Any notices to Company under these Terms shall be sent by e-mail to Company at [BraidMovie@wanderingbard.com](mailto:BraidMovie@wanderingbard.com).

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