

# WILDWEST PRODUCTIONS, LLC

## TERMS OF SERVICE

*Last Revised on March 22, 2021*

Welcome to the Terms of Service (these “**Terms**”) for the website, Wildwest-productions.com (the “**Website**”), and the related licensed applications (the “**App**”) operated on behalf of **WILDWEST PRODUCTIONS, LLC** (“**Company**”, “**we**” or “**us**”), and together with any content, tools, features and functionality offered on or through our Website and the App (the “**Services**”).

These Terms govern your access to and use of the Services. Please read these Terms carefully, as they include important information about your legal rights. By accessing and/or using the Services, you are agreeing to these Terms, and these Terms form a binding agreement between you and us. If you do not understand or agree to these Terms, please do not use the Services.

For purposes of these Terms, “**you**” and “**your**” means you as the user of the Services. If you use the Services on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

**Please note that Section [7](#) contains an arbitration clause and class action waiver. By agreeing to these Terms, you agree (a) to resolve all disputes with us through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and (b) that you waive your right to participate in class actions, class arbitrations, or representative actions. You have the right to opt-out of arbitration as explained in Section [7](#).**

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## 1. WHO MAY USE THE SERVICES

You must be 13 years of age or older and reside in the United States or any of its territories to use the Services. Minors under the age of majority in their jurisdiction but that are at least 13 years of age are only permitted to use the Services if the minor's parent or guardian accepts these Terms on the minor's behalf prior to use of the Services. Children under the age of 13 are not permitted to use the Services. By using the Services, you represent and warrant that you meet these requirements.

## 2. SUBSCRIPTIONS

- 2.1. Subscription Payment. If you buy or subscribe to any of our paid Services, you agree to pay us, indirectly via Apple in-app purchase, the applicable fees and taxes in U.S. Dollars. Failure to pay these fees and taxes will result in the termination of your access to the paid Services. We reserve the right to change our subscription plans or adjust pricing for the Services in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise provided in these Terms, any price changes or changes to your subscription plan will take effect in the following subscription renewal period following reasonable notice to you. All subscriptions are payable in accordance with payment terms in effect at the time the subscription becomes payable. Payment can be made via Apple's in-app purchase feature by any means that Apple may make available. Subscriptions will not be processed until payment has been received in full, and any holds on your account by any other payment processor are solely your responsibility.
- 2.2. Subscription Renewals and Cancellations. **You agree that if you purchase a subscription, your subscription will automatically renew at the subscription period frequency referenced on your subscription page (or if not designated, then monthly), and your payment method will automatically be charged at the start of each new subscription period for the fees and taxes applicable to that period. To avoid future subscription charges, you must cancel your subscription in accordance with the Apple Store's cancellation terms; you can cancel your subscription to the Services via the App Store within your Apple Store Account page; please refer to the Apps manual or help page for additional subscription cancellation details.**
- 2.3. No Subscription Refunds. Except as expressly set forth in these Terms, payments for any subscriptions to the Services are nonrefundable and there are no credits for partially used periods. Following any cancellation by you, however, you will continue to have access to the paid Services through the end of the subscription period for which payment has already been made.

## 3. LOCATION OF OUR PRIVACY POLICY

- 3.1. Privacy Policy. Our Privacy Policy describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, please visit our Privacy Policy located at: [https://github.com/WildWest-Productions/legals/blob/main/WildWest\\_Productions\\_LLC\\_Privacy\\_Policy.pdf](https://github.com/WildWest-Productions/legals/blob/main/WildWest_Productions_LLC_Privacy_Policy.pdf)

## 4. RIGHTS WE GRANT YOU

- 4.1. Right to Use Services. We hereby permit you to use the Services for your personal non-commercial use only, provided that you comply with these Terms in connection with all such use. If any software, content or other materials owned or controlled by us are distributed to you as part of your use of the Services, we hereby grant you a personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right to download, execute and display such software, content and materials provided to you as part of the Services (and right to download a single copy

of the App onto your applicable equipment or device), in each case for the sole purpose of enabling you to use the Services as permitted by these Terms. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that Company, in its sole discretion, may elect to take.

4.2. Restrictions On Your Use of the Services. You may not do any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:

- (a) download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms;
- (b) duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
- (c) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
- (d) use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;
- (e) exploit the Services for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;
- (f) access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
- (g) attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, devices registered to other users, or the computer systems or networks connected to the Services;
- (h) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;
- (i) use any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, "mines," scrapes or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;
- (j) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
- (k) use the Services for illegal, harassing, unethical, or disruptive purposes;
- (l) violate any applicable law or regulation in connection with your access to or use of the Services; or
- (m) access or use the Services in any way not expressly permitted by these Terms.

- 4.3. Use of the App. You are responsible for providing the device, wireless service plan, software, Internet connections and/or other equipment or services that you need to download, install and use the App. We do not guarantee that the App can be accessed and used on any particular device or with any particular service plan. We do not guarantee that the App or will be available in any particular geographic location. As part of the Services and to update you regarding the status of deliveries, you may receive push notifications, local client notifications, text messages, picture messages, alerts, emails or other types of messages directly sent to you in connection with the App (“**Push Messages**”). You acknowledge that, when you use the App, your wireless service provider (if applicable) may charge you fees for data, text messaging and/or other wireless access, including in connection with Push Messages. You have control over the Push Messages settings, and can opt in or out of these Push Messages through the Services or through your device’s operating system (with the possible exception of infrequent, important service announcements and administrative messages). If applicable, please check with your wireless service provider to determine what fees apply to your access to and use of the App, including your receipt of Push Messages from the Company. You are solely responsible for any fee, cost or expense that you incur to download, install and/or use the App on your applicable device, including for your receipt of push messages from the Company.
- 4.4. Software from the Apple App Store. The following terms and conditions apply to you only if you are using the App from the Apple App Store. To the extent the other terms and conditions of these Terms are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to your use of the App from the Apple App Store. You acknowledge and agree that these Terms are solely between you and the Company, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store’s applicable terms of use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms. You and the Company acknowledge that Apple is not responsible for addressing any claims of yours or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation. You and the Company acknowledge that, in the event of any third party claim that the App or your possession and use of that App infringes that third party’s intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You must comply with applicable third party terms of agreement when using the App. You and the Company acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms as they relate to your use of the App, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

## **5. OWNERSHIP AND CONTENT**

- 5.1. Ownership of the Services. The Services, including their “look and feel” (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Company and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership

interests. We and our licensors reserve all rights in connection with the Services and its content (other than Your Content), including, without limitation, the exclusive right to create derivative works.

- 5.2. Ownership of Trademarks. The Company's name, trademarks, logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.
- 5.3. Ownership of Feedback. We welcome feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.
- 5.4. Your Content License Grant. In connection with your use of the Services, you may be able to post, upload, or submit content to be made available through the Services ("**Your Content**"). In order to operate the Service, we must obtain from you certain license rights in Your Content so that actions we take in operating the Service are not considered legal violations. Accordingly, by using the Service and uploading Your Content, you grant us a license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) Your Content but solely as required to be able to operate and provide the Services. You agree that these rights and licenses are royalty free, transferable, sub-licensable, worldwide and irrevocable (for so long as Your Content is stored with us), and include a right for us to make Your Content available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the Services, solely for the purpose of providing such Services, and to otherwise permit access to or disclose Your Content to third parties if we determine such access is necessary to comply with our legal obligations. As part of the foregoing license grant you agree that the other users of the Services authorized by you shall have the right to comment on Your Content and/or to use, publish, display, modify or include a copy of Your Content as part of their own use of the Services; except that the foregoing shall not apply to any of Your Content that you post privately for non-public display on the Services not intended to be shared users authorized by you. By posting or submitting Your Content through the Services, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

5.5. Notice of Infringement – DMCA Policy

If you believe that any text, graphics, photos, audio, videos or other materials or works uploaded, downloaded or appearing on the Services have been copied in a way that constitutes copyright infringement, you may submit a notification to our copyright agent in accordance with 17 USC 512(c) of the Digital Millennium Copyright Act (the "**DMCA**"), by providing the following information in writing:

- (a) identification of the copyrighted work that is claimed to be infringed;
- (b) identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Service;
- (c) information for our copyright agent to contact you, such as an address, telephone number and e-mail address;
- (d) a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law;
- (e) a statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and
- (f) the physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.

Notices of copyright infringement claims should be sent by mail to: WildWest Productions, LLC, Attn: Westley Rose, 1191 Solano Ave, Unit 6634, Albany CA 94706, United States; or by e-mail to [legal.support@nym.hush.com](mailto:legal.support@nym.hush.com). It is our policy, in appropriate circumstances and at our discretion, to disable or terminate access to the Services for users who repeatedly infringe copyrights or intellectual property rights of others.

A user of the Services who has uploaded or posted materials identified as infringing as described above may supply a counter-notification pursuant to sections 512(g)(2) and (3) of the DMCA. When we receive a counter-notification, we may reinstate the posts or material in question, in our sole discretion. To file a counter-notification with us, you must provide a written communication (by fax or regular mail or by email) that sets forth all of the items required by sections 512(g)(2) and (3) of the DMCA. Please note that you will be liable for damages if you materially misrepresent that content or an activity is not infringing the copyrights of others.

## 6. DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION

- 6.1. Disclaimers. Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Company, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “**the Company Entities**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services; (c) the operation or compatibility with any other application or any particular system or device; (d) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis; and (e) the deletion of, or the failure to store or transmit, Your Content and other communications maintained by the Services. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, will create any warranty or representation not expressly made herein.
- 6.2. Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL,

CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. SOME JURISDICTIONS (SUCH AS THE STATE OF NEW JERSEY) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNT YOU PAID THE COMPANY ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

- 6.3. Indemnification. By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your misuse of the Services; (d) Your Content, or (e) your negligence or willful misconduct.

## 7. **ARBITRATION AND CLASS ACTION WAIVER**

- 7.1. Informal Process First. You agree that in the event of any dispute between you and the Company Entities, you will first contact the Company and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action.
- 7.2. Arbitration Agreement. After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, "**Claim**") relating in any way to your use of the Company's services and/or products, including the Services, will be resolved by arbitration, including threshold questions of arbitrability of the Claim, except as permitted herein. You and the Company agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures and the JAMS Consumer Minimum Standards (together, the "**JAMS Rules**") then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. You have a right to have the arbitration conducted via telephone, or as an in-person hearing in your hometown area (if you reside in the United States) or another location that is reasonably convenient to you.
- 7.3. **Waiver of Class Actions and Class Arbitrations.** You and Company agree that each party may bring Claims against the other party only in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, including

**without limitation federal or state class actions, or class arbitrations. Accordingly, under the arbitration procedures outlined in this section, an arbitrator shall not combine or consolidate more than one party's claims without the written consent of all affected parties to an arbitration proceeding. Without limiting the generality of the foregoing, you and Company agree that no dispute shall proceed by way of class arbitration without the written consent of all affected parties.**

- 7.4. Costs of Arbitration. Payment for any and all reasonable JAMS filing, administrative and arbitrator fees will be in accordance with the JAMS Rules. If the value of your claim does not exceed \$10,000, the Company will pay for the reasonable filing, administrative and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose, except that if you have initiated the arbitration claim, you will still be required to pay the lesser of \$250 or the maximum amount permitted under the JAMS Rules for arbitration claims initiated by you. You are still responsible for all additional costs that you incur in the arbitration, including without limitation, fees for attorneys or expert witnesses.
- 7.5. Opt-Out. You have the right to opt-out and not be bound by the arbitration and waiver of class provisions set forth in these Terms by sending written notice of your decision to opt-out to WildWest Productions, LLC, Attn: Westley Rose, 1191 Solano Ave, Unit 6634, Albany CA 94706, United States; or by e-mail to: wildwest-productions@nym.hush.com or to the U.S. mailing address listed in the "How to Contact Us" section of these Terms. The notice must be sent to the Company within thirty (30) days of your registering to use the Services or agreeing to these Terms (or if this Section 7 is amended hereafter, within 30 days of such amendment being effective), otherwise you shall be bound to arbitrate disputes in accordance with these Terms, and the notice must specify your name and mailing address. If you opt-out of these arbitration provisions, the Company also will not be bound by them.
- 7.6. Exceptions. Notwithstanding anything in these Terms to the contrary, You may instead assert your Claim in "small claims" court, but only if your Claim qualifies, your Claim remains only in such court, and your Claim remains on an individual, non-representative and non-class basis. Further, you and the Company will have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, or if the Claim relates to intellectual property infringement or misappropriation.

## **8. ADDITIONAL PROVISIONS**

- 8.1. Updating These Terms. We may modify these Terms from time to time in which case we will update the "Last Revised" date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms.
- 8.2. Termination of License and Your Access to the Services. If you breach any of the provisions of these Terms, all licenses granted by the Company will terminate automatically. Additionally, the Company may suspend, disable, or delete your access to the Services (or any part of the foregoing) with or without notice, for any or no reason. If the Company removes your access to the Services for any suspected breach of these Terms by you, you are prohibited from re-registering for the Services under a different name. In the event of removal of your access to the Services for any reason, the Company may, but is not obligated to, delete any of Your Content. the Company shall not be responsible for the failure to delete or deletion of Your Content. All



sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity.

- 8.3. Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.
- 8.4. California Residents. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.
- 8.5. U.S. Government Restricted Rights. The Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.
- 8.6. Export Laws. You agree that you will not export or re-export, directly or indirectly, the Services and/or other information or materials provided by the Company hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.
- 8.7. Miscellaneous. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be assigned by the Company but may not be assigned by you without the prior express written consent of the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Services are operated by us in the United States. Those who choose to access the Services from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws. These Terms are governed by the laws of the State of California, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth in Section 7, or if arbitration does not apply, then the state and federal courts located in Alameda County, California.

- 8.8. How to Contact Us. You may contact us regarding the Services or these Terms at: 1191 Solano Ave, Unit 6634, Albany CA 94706, United States , by phone at (530) 296-6242 or by e-mail at [wildwest-productions@nym.hush.com](mailto:wildwest-productions@nym.hush.com).