

# TERMS OF SERVICE

## 1. ACCEPTANCE OF TERMS

Welcome to the Torrence Nivens Productions (the “Company”). We agree to provide service to you, subject to the following Terms of Service (“Terms”), which may be updated by us from time to time without notice to you.

When using the Service (as defined below), you shall be subject to any posted guidelines and rules applicable to such Service which may be posted on the website from time to time. All such guidelines or rules are hereby incorporated by reference into the Terms.

## 2. DESCRIPTION OF SERVICE

Torrence Nivens Productions currently provides users with access to a rich collection of online resources, including various communications tools, personalized content and branded programming, though the Company’s website and various links to other websites (the “Service”). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of any new website features, shall be subject to the Terms. You understand and agree that the Service is provided “AS-IS” and that we assume no liability in connection with the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

## 3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service’s registration form (such information being the “Registration Data”) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

## 4. TORRENCE NIVENS PRODUCTIONS PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, please see our full privacy policy.

## 5. TICKET HOLDER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service’s registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur in connection with your password or account. You agree to (a)

immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) properly exit your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

#### 6. TICKET HOLDER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Service. We do not control the content posted via the Service and, as such, do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Service.