

Last Updated: May 3rd, 2017

## Full Moon Fest LLC Terms of Service

These Terms of Service of Full Moon Fest LLC, a New York limited liability company (“Full Moon Fest”, “we,” “our” or “us”) were most recently updated on April 17, 2017.

These Terms of Service govern all use of the website located at [www.fullmoonfest.com](http://www.fullmoonfest.com) (the “Website”) and the services, content, applications or other functionality offered by Full Moon Fest LLC (collectively with the Website and the Website Offerings (the “Service”). Each end-user visitor to the Website (“User,” “you” or “your”) agrees to these Full Moon Fest LLC Terms of Service (“Terms of Service”), in their entirety, when she/he: (a) accesses or uses the Website; (b) accesses and/or views any of the posts, text, video and/or other information pertaining to the films and other projects shared, posted and/or discussed on the Website (the “Content”); (c) accesses any interactive features made available on the Website (“Interactive Services”); (d) accesses links to social media pages/accounts on, or otherwise links to or interacts with, third party social media mobile applications or websites, such as Facebook®, Instagram® and Vimeo® (collectively, “Social Media Pages”); and/or (d) utilizes the various registration forms and/or contact information made available on the Website as a means to register for the Website or contact directly, or request to be contacted by, Full Moon Fest (collectively, the “Contact and Registration Services,” and together with the Website, Content, Interactive Services and Social Media Pages, the “Website Offerings”).

The following Terms of Service are inclusive of the Full Moon Fest Privacy Policy (“Privacy Policy”) and any and all other applicable operating rules, policies and other supplemental terms and conditions, procedures or documents that may be published from time to time, which are expressly incorporated herein by reference (collectively, the “Agreement”). By using and/or accessing the Website Offerings, each User agrees to comply with and be bound by the Agreement in its entirety, whether or not such User is a registered member of the Website. **PLEASE REVIEW THE TERMS OF THE AGREEMENT CAREFULLY. IF A USER DOES NOT AGREE WITH THE TERMS OF THE AGREEMENT IN THEIR ENTIRETY, THAT USER IS NOT AUTHORIZED TO USE THE WEBSITE OFFERINGS IN ANY MANNER OR FORM.**

**THE AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, RELEASES, A CLASS-ACTION WAIVER, AND THE REQUIREMENT TO ARBITRATE ANY AND ALL CLAIMS THAT MAY ARISE HEREUNDER. THE AFOREMENTIONED PROVISIONS ARE AN ESSENTIAL BASIS OF THE AGREEMENT.**

**NEW JERSEY STATE RESIDENTS ARE ENCOURAGED TO REVIEW THEIR RIGHTS UNDER THE AGREEMENT, AS PROVIDED UNDER THE NEW JERSEY TRUTH-IN-CONSUMER CONTRACT WARRANTY AND NOTICE ACT (“TCCWNA”).**

**Reliance on any information made available to you by and through the Website Offerings, including the Content, is solely at your own risk. Full Moon Fest disclaims any and all liability for any damage or injury based on Content or other information directly or indirectly obtained through the Website Offerings.**

*Facebook® is a registered trademark of Facebook, Inc. (“Facebook”). Instagram® is a registered trademark of Facebook (“Instagram”). Vimeo® is a registered trademark of Vimeo, Inc. (“Vimeo”). Please be advised that Full Moon Fest is not in any way affiliated with Facebook, Instagram or Vimeo, and the Website Offerings are not endorsed, administered or sponsored by Facebook, Instagram or Vimeo.*

**1. Scope; Modification of Agreement.** The Agreement constitutes the entire and only agreement between Users and Full Moon Fest with respect to Users’ use of the Website Offerings, and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to same. Full Moon Fest may amend the Agreement from time to time in its sole discretion, without specific notice to Users; *provided, however*, that any amendment or modification to the arbitration provisions, prohibition on class action provisions or any other provisions applicable to dispute resolution (collectively, “Dispute Resolution Provisions”) shall not apply to any disputes incurred prior to the applicable amendment or modification. The latest Agreement will be available through the Website, and Users should review the Agreement prior to using any Website Offerings. By a User’s continued use of the Website Offerings, that User hereby agrees to comply with all of the terms and conditions contained within the Agreement effective at that time (other than with respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions, which shall be governed by the Dispute Resolution Provisions then in effect at the time of the subject dispute).

**2. Requirements; Termination of Access to the Website Offerings.** The Website Offerings are available only to individuals who can enter into legally binding contracts under applicable law. The Website Offerings are not intended for use by individuals under eighteen (18) years of age (or the applicable age of majority, if greater than eighteen (18) years of age in their jurisdiction). If a User is under eighteen (18) years of age (or the applicable age of majority, if greater than eighteen (18) years of age in her/his jurisdiction) and/or if that

User is unable to enter into legally binding contracts under applicable law, that User does not have permission to use and/or access the Website Offerings. Full Moon Fest may terminate a User's access to the Website Offerings at any time and for any reason, in its sole discretion. Such reasons may include, without limitation, where Full Moon Fest believes that such User is: (a) in any way in breach of the Agreement; and/or (b) engaged in any improper conduct in connection with the Website Offerings. Use of the Service is void where prohibited by law.

**3. Contact and Registration Services.** Where a User attempts to utilize the Contact and Registration Services, that User may be required to submit, and Full Moon Fest may collect, some or all of the following information about the User, including your name, email address, telephone number, location, usernames for third party services (such as Vimeo, Facebook and Instagram), information pertaining to your use of the Website, including a credit card number, and any other information collected via the Contact and Registration Services form. (collectively, "Contact and Registration Data"). Each User agrees to provide true, accurate, current and complete Contact and Registration Data. In consideration of your use of the Service, you agree to (a) provide accurate, current and complete Contact and Registration Data about you as may be prompted by any contact or registration forms and (b) maintain and promptly update the Contact and Registration Data and any other information you provide to keep it accurate, current and complete. You may not, without such person's authorization, register using the name of another person or that is subject to any rights of another person, or impersonate another person. Full Moon Fest will not be liable for any loss or damage arising from your failure to comply with this section. Full Moon Fest' use of Contact and Registration Data shall be governed by the Privacy Policy. For a copy of the Privacy Policy, please [Click Here](#).

#### **4. Content.**

(a) The Website contains Content which includes, but is not limited to, text, video and other information pertaining to films and projects of Full Moon Fest and other subject matters. All content of the Website, including, without limitation, comments, designs, texts, images, photographs, illustrations, audio clips, video clips, artwork, graphic material, animation, and other copyrightable elements, and the selection and arrangements thereof (collectively the "Website Content") are the property of Full Moon Fest and/or its partners and are protected, without limitation, by copyright, trademark and patent laws and common law. For purposes of these Terms of Service, the use of any Website Content on any other mobile application, website or networked computer environment is prohibited. For the avoidance of doubt, the foregoing will not prohibit integration of Website Content with third party sites or services when such integration is provided as a feature of the Website Offerings. You are hereby granted a limited, non-exclusive, non-transferable license to display the Website Content for non-commercial purposes only on your own devices. Any other use of the Website Content is expressly prohibited. You may not make any modifications to any Website Content.

(b) All content provided by Users is the sole responsibility of the person who originated such content. We cannot guarantee the authenticity of any content or information provided by Users. All content accessed by you using the Website Offerings is at your own risk and you will be solely responsible and liable for any damage or loss to you or any other party resulting therefrom. FULL MOON FEST DOES NOT PRE-SCREEN OR APPROVE USER PROFILES OR POSTINGS AND CANNOT GUARANTEE THAT A USER PROFILE OR POSTING WAS ACTUALLY CREATED AND IS BEING OPERATED BY THE INDIVIDUAL OR ENTITY THAT IS THE SUBJECT OF A USER PROFILE OR POSTING. FULL MOON FEST IS NOT RESPONSIBLE FOR THE CONTENT OF ANY USER PROFILE OR POSTING, OR ANY TRANSACTIONS ENTERED INTO OR OTHER ACTIONS TAKEN ON OR IN CONNECTION WITH ANY SUCH POSTING, INCLUDING HOW THE OWNER OF THE USER PROFILE OR POSTING COLLECTS, HANDLES, USES AND / OR SHARES ANY PERSONAL INFORMATION IT MAY COLLECT FROM USERS (PLEASE REVIEW THE PRIVACY POLICY IF YOU HAVE ANY QUESTIONS OR CONCERNS REGARDING THE USE OR SHARING OF YOUR PERSONAL INFORMATION). SOME POSTS MAY NOT BE APPROPRIATE OR LEGAL FOR ALL USERS. FOR EXAMPLE, SOME POSTS MAY OCCUR AT AGE-RESTRICTED VENUES OR FEATURE AGE-RESTRICTED ACTIVITIES. POSTING OF A PLAN DOES NOT CONSTITUTE AN INVITATION BY FULL MOON FEST OR THE POSTER TO ENGAGE IN ANY ACTIVITY THAT IS ILLEGAL OR OTHERWISE PROHIBITED BY LAW.

(c) You are solely responsible for the messages, notes, text, information, postings and other content that you upload, publish or display (hereinafter, "post") through the Service, or transmit to or share with other users (collectively the "Member Content"). You may not post, transmit, or share Member Content on the Service that you did not create or that you do not have permission to post. You understand and agree that Full Moon Fest may, but is not obligated to, review your Member Content and may delete or remove (without notice) any Member Content in its sole discretion, for any reason or no reason, including Member Content that in the sole judgment of Full Moon Fest violates these Terms of Service. You are solely responsible at your sole cost and expense for creating backup copies and replacing any Member Content you post or store on the Service. When you post Member Content to the Service, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of such Member Content, which

may include Full Moon Fest re-posting Member Content from time to time. By posting Member Content to any part of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to Full Moon Fest an irrevocable, perpetual, non-exclusive, transferable, fully paid, sub-licensable worldwide license to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such Member Content for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, such Member Content. You may remove your Member Content from the Service at any time. When information or your account is deleted, it will be promptly removed from the active Website, although your information may remain on backup media. You acknowledge that Full Moon Fest may retain archived copies of your Member Content. Full Moon Fest does not assert any ownership over your Member Content; rather, as between us and you, the Member Content remains subject to the rights granted to us in these Terms of Service.

**5. Interactions.** Users are solely responsible for their interactions with other Users and third parties. Because Full Moon Fest is not involved in User interactions, except as set forth in these Terms of Service, in the event that you have a dispute with one or more User and/or other third-parties, you hereby release Full Moon Fest from any and all claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way connected with, such disputes.

#### **6. Interactive Services.**

(a) Subject to the restrictions contained herein including, without limitation, those contained below, the Interactive Services may allow Users to post Member Content, and otherwise engage in other interactive communication, by and through the Website Offerings. In connection with the Interactive Services, each User shall be solely responsible for the Member Content, comments, opinions, statements, offers, propositions, feedback and other content (collectively, “Feedback”) posted by and through the Interactive Services. Full Moon Fest reserves the right to prohibit any conduct by Users, or to remove any materials or Feedback posted by Users by and through the Interactive Services, that Full Moon Fest deems, in its sole and absolute discretion, to be in violation of the Agreement and/or which Full Moon Fest believes to be illegal, potentially harmful to others, otherwise objectionable or that same may expose Full Moon Fest to harm, damage to reputation or liability. Notwithstanding the foregoing, Full Moon Fest undertakes no responsibility to monitor or otherwise police the actions of Users, Feedback and/or other material posted by Users and/or other third parties. Full Moon Fest shall have no obligation and incur no liability to such Users in connection with any Feedback. Users may find certain Feedback to be outdated, harmful, inaccurate and/or deceptive. Please use caution, common sense and safety when viewing Feedback. You agree to use the Interactive Services in a manner consistent with, and in full compliance with, any and all applicable laws and regulations.

(b) In connection with your use of the Interactive Services and the other Website Offerings, you agree not to: (i) display any telephone numbers, street addresses, last names, URLs, e-mail addresses or any confidential information of any third party; (ii) display any audio files, text, photographs, videos or other images containing confidential information; (iii) display any audio files, text, photographs, videos or other images that may be deemed indecent or obscene in your community, as defined under applicable law; (iv) impersonate any person or entity; (v) “stalk” or otherwise harass any person; (vi) engage in unauthorized advertising to, or commercial solicitation of, other Users; (vii) transmit any chain letters, spam or junk e-mail to other Users; (viii) express or imply that any statements that you make are endorsed by Full Moon Fest, without Full Moon Fest’ specific prior written consent; (ix) harvest or collect personal information of other Users whether or not for commercial purposes, without their express consent; (x) use any robot, spider, search/retrieval application or other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Website Offerings; (xi) post, distribute or reproduce in any way any copyrighted material, trademarks or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; (xii) remove any copyright, trademark or other proprietary rights notices contained on the Website; (xiii) interfere with or disrupt the Website and/or the servers or networks connected to same; (xiv) post, offer for download, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (xv) post, offer for download, transmit, promote or otherwise make available any software, product or service that is illegal or that violates the rights of a third party including, but not limited to, spyware, adware, programs designed to send unsolicited advertisements (i.e. “spamware”), services that send unsolicited advertisements, programs designed to initiate “denial of service” attacks, mail bomb programs and programs designed to gain unauthorized access to mobile networks; (xvi) “frame” or “mirror” any part of the Website without Full Moon Fest’ prior written authorization; (xvii) use metatags or code or other devices containing any reference to any Website Offerings in order to direct any person to any other mobile application or website for any purpose; and/or (xviii) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Website Offerings or any software used in or in connection with Website

Offerings. Full Moon Fest reserves the right to pursue any and all legal remedies against Users that engage in the aforementioned prohibited conduct.

**7. Third Party Websites, Mobile Applications and Social Media Pages.** The Website Offerings may contain links to other websites, Social Media Pages and mobile applications on the Internet ("Third-Party Sites") that are owned and operated by third parties, as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third-Party Materials"). The Third-Party Sites are hosted and made available on third-party websites by third-party entities. You understand and agree that Full Moon Fest shall not be liable to you, any other User or any third party for any claim in connection with your use of, or inability to use, the Third-Party Sites. The Third-Party Materials are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Sites accessed through the Website or any Third-Party Materials posted on, available through or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third-Party Sites or the Third-Party Materials. The inclusion of any link does not imply endorsement by Full Moon Fest of the applicable Third-Party Site or any association with the Third-Party Site's operators. Because Full Moon Fest has no control over such Third-Party Sites and/or resources, each User agrees that Full Moon Fest is not responsible or liable for the availability or the operation of such external Third-Party Sites, for any material located on or available from or through any such Third-Party Sites or for the protection of any User's data privacy by third parties. Each User further agrees that Full Moon Fest shall not be responsible or liable, directly or indirectly, for any loss or damage caused by the use of or reliance on any such material available on, by or through any such Third-Party Site. If you decide to leave the Website and access the Third-Party Sites or to use or install any Third-Party Materials, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Site to which you navigate from the Website or relating to any applications you use or install from the Website.

**8. Representations and Warranties.** Each User hereby represents and warrants to Full Moon Fest as follows: (a) the Agreement constitutes such User's legal, valid and binding obligation which is fully enforceable against such User in accordance with its terms; and (b) such User understands and agrees that such User has independently evaluated the desirability of utilizing the Service and that such User has not relied on any representation and/or warranty other than those set forth in the Agreement.

**9. Indemnification.** Each User agrees to indemnify, defend and hold Full Moon Fest, its shareholders, members, officers, directors, employees, agents and attorneys, harmless from and against any and all liabilities, claims, actions, suits, proceedings, judgments, fines, damages, costs, losses and/or expenses (including reasonable attorneys' fees, court costs and/or settlement costs) arising from and/or related to: (a) any dispute between that User and any other User and/or third party; (b) User's breach of the Agreement and/or any representation or warranty contained herein; and/or (c) User's improper and/or unauthorized use of the Website. The provisions of this Section 9 are for the benefit of Full Moon Fest, its owners, parents, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

**10. License Grant.** Each User is granted a non-exclusive, non-transferable, revocable and limited license to access and use the Service. Full Moon Fest may terminate this license at any time for any reason. Unless otherwise expressly authorized by Full Moon Fest, Users may only use the Service for their own personal, non-commercial use. No part of the Website Offerings may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. No User or other third party may use any automated means or form of scraping or data extraction to access, query or otherwise collect material from the Service except as expressly permitted by Full Moon Fest. No User or other third party may use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Service, or any portion thereof. No User or other third party may create any "derivative works" by altering any aspect of the Service. No User or other third party may use the Service in conjunction with any other third-party content. No User or other third party may exploit any aspect of the Service for any commercial purposes not expressly permitted by Full Moon Fest. Each User further agrees to indemnify and hold Full Moon Fest harmless for that User's failure to comply with this Section 10. Full Moon Fest reserves any rights not explicitly granted in the Agreement.

**11. Proprietary Rights.** The Website Offerings, as well as the organization, graphics, design, compilation, magnetic translation, digital conversion, software, services and other matters related to same, are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights. The copying, redistribution or publication by any User or other third party of any part of the Service is strictly prohibited. No User or other third party acquires ownership rights in or to any content,

document, software, services or other materials viewed by or through the Service. The posting of information or material by and through the Service does not constitute a waiver of any right in or to such information and/or materials.

**12. Legal Warning.** Any attempt by any individual to damage, destroy, tamper with, vandalize and/or otherwise interfere with the operation of the Service is a violation of criminal and civil law and Full Moon Fest will diligently pursue any and all remedies against any offending individual or entity to the fullest extent permissible by law and in equity.

**13. Disclaimer of Warranties.** THE WEBSITE OFFERINGS AND ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME ARE PROVIDED TO USERS ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, FULL MOON FEST MAKES NO WARRANTY THAT THE WEBSITE OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME: (A) WILL MEET ANY USER'S REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; (C) WILL BE FREE OF HARMFUL COMPONENTS; (D) WILL BE AVAILABLE 24 HOURS A DAY 7 DAYS A WEEK; AND/OR (E) WILL BE ACCURATE OR RELIABLE. THE WEBSITE OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. FULL MOON FEST WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE WEBSITE OFFERINGS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM FULL MOON FEST OR OTHERWISE THROUGH OR FROM THE WEBSITE OFFERINGS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

**14. Limitation of Liability.** EACH USER EXPRESSLY UNDERSTANDS AND AGREES THAT FULL MOON FEST SHALL NOT BE LIABLE TO THAT USER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FULL MOON FEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR INABILITY TO USE THE WEBSITE OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER PRODUCTS OR SERVICES PURCHASED OR OBTAINED FROM OR THROUGH THE WEBSITE OFFERINGS; (C) ANY DISPUTE BETWEEN ANY USERS AND/OR OTHER THIRD PARTIES; (D) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY CONTACT AND REGISTRATION DATA; AND (E) ANY OTHER MATTER RELATING TO THE WEBSITE OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY AND ALL OTHER TORTS. EACH USER HEREBY RELEASES FULL MOON FEST FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATIONS, THE MAXIMUM LIABILITY OF FULL MOON FEST TO ANY USER UNDER ANY AND ALL CIRCUMSTANCES WILL BE FIVE HUNDRED DOLLARS (\$500.00). **NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE WEBSITE OFFERINGS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED BY AND/OR THROUGH SAME, MAY BE BROUGHT BY ANY USER OR FULL MOON FEST MORE THAN ONE (1) YEAR FOLLOWING THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION.** THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN EACH USER AND FULL MOON FEST. ACCESS TO THE WEBSITE OFFERINGS WOULD NOT BE PROVIDED TO USERS WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS, SUCH AS THE STATE OF NEW JERSEY, MAY NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY SET FORTH ABOVE AND IN SUCH JURISDICTIONS THE LIABILITY OF FULL MOON FEST SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**15. Intellectual Property/Copyright Policy/DMCA Compliance.**

(a) Full Moon Fest and all of Full Moon Fest' graphics, logos, designs, page headers, button icons, scripts and service names are the trademarks, servicemarks or trade dress of Full Moon Fest in the United States and/or other countries and may not be used, including as part of trademarks, servicemarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause

confusion in the marketplace and may not be copied, imitated or used, in whole or in part, without Full Moon Fest' prior written permission.

(b) Full Moon Fest reserves the right to terminate any User's access to the Service where such User infringes upon third-party copyrights. If any User or other third party believes that a copyrighted work has been copied and/or posted via the Service in a way that constitutes copyright infringement, that party should provide Full Moon Fest with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification and location of the copyrighted work that such party claims has been infringed upon; (c) a written statement by such party that it has a good faith belief that the disputed use is not authorized by the owner, its agent or the law; (d) such party's name and contact information, such as telephone number or e-mail address; and (e) a statement by such party that the above information in such party's notice is accurate and, under penalty of perjury, that such party is the copyright owner or authorized to act on the copyright owner's behalf. Contact information for notice of claims of copyright infringement is as follows:

Lindsay@matteprojects.com  
176 Grand Street  
New York, NY 10013

**16. Editing, Deleting and Modification.** Full Moon Fest reserves the right in its sole discretion to edit and/or delete any documents, information, other Website Content, Member Content or any other Content appearing on the Website.

**17. Use of User Information.** All material submitted by Users through or in association with the Website Offerings including, without limitation, the Contact and Registration Data, shall be subject to the Privacy Policy. For a copy of the Privacy Policy, please [Click Here](#).

**18. Dispute Resolution Provisions.** The Agreement shall be treated as though it were executed and performed in New York, New York and shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles). **Should a dispute arise concerning the Website Offerings, the terms and conditions of the Agreement or the breach of same by any party hereto: (a) the parties agree to submit their dispute for resolution by arbitration before a reputable arbitration organization as mutually agreed upon by the parties in New York, New York, in accordance with the then current Commercial Arbitration rules of the American Arbitration Association; and (b) you agree to first commence a formal dispute proceeding by completing and submitting an Initial Dispute Notice. We may choose to provide you with a final written settlement offer after receiving your Initial Dispute Notice ("Final Settlement Offer"). If we provide you with a Final Settlement Offer and you do not accept it, or we cannot otherwise satisfactorily resolve your dispute and you wish to proceed, you must submit your dispute for resolution by arbitration before a reputable arbitration organization as mutually agreed upon by the parties, in your county of residence, by filing a separate Demand for Arbitration. For claims of Ten Thousand Dollars (\$10,000.00) or less, you can choose whether the arbitration proceeds in person, by telephone or based only on submissions. If the arbitrator awards you relief that is greater than our Final Settlement Offer, then we will pay all filing, administration and arbitrator fees associated with the arbitration and, if you retained an attorney to represent you in connection with the arbitration, we will reimburse any reasonable attorneys' fees that your attorney accrued for investigating, preparing and pursuing the claim in arbitration. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Nothing contained herein shall be construed to preclude any party from: (i) seeking injunctive relief in order to protect its rights pending an outcome in arbitration; and/or (ii) pursuing the matter in small claims court rather than arbitration. Although we may have a right to an award of attorneys' fees and expenses if we prevail in arbitration, we will not seek such an award from you unless the arbitrator determines that your claim was frivolous.**

To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against Full Moon Fest and/or its employees, officers, directors, members, representatives and/or assigns. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney's fees and court costs that Full Moon Fest incurs in seeking such relief. This provision preventing you from bringing, joining or participating in class action lawsuits: (A) does not constitute a waiver of any of your rights or remedies to pursue a claim individually and not as a class action in binding arbitration as provided above; and (B) is an independent agreement. You may opt-out of these dispute resolution provisions by providing written notice of your decision within thirty (30) days of the date that you first access the Website.

**19. Miscellaneous.** To the extent that anything in or associated with the Service is in conflict or inconsistent with the Agreement, the Agreement shall take precedence. Full Moon Fest' failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. The parties do not intend that any agency or partnership relationship be created through operation of the Agreement. Should any part of the Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. Full Moon Fest may assign its rights and obligations under the Agreement, in whole or in part, to any party at any time without notice to you. The Agreement, may not however, be assigned by you, and you may not delegate your duties under it. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

**20. Contact Us.** If you have any questions about the Agreement, Website Offerings or the practices of Full Moon Fest, you may email us as at: [fullmoon@matteprojects.com](mailto:fullmoon@matteprojects.com) or send us mail to: 174 Hudson Street, 5<sup>th</sup> Floor, New York, NY 10013

**21 . California Consumer Rights and Notices.** Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 400 R St., Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.