

TERMS OF USE

Effective Date: July 15, 2018.

1. **Introduction and Overview.**

These Terms of Use (“**Terms**”) set forth a legally binding agreement between you and Stage Write Software (“**Company**”, “**we**”, “**our**”, or “**us**”), and govern your use of any online service location that posts a link to these Terms, and all features, content, and other services that we own, control and make available through such online service location (collectively, the “**Service**”).

In some instances, both these Terms and separate terms elsewhere on the Service will apply to your use of the Service (“**Additional Terms**”). To the extent there is a conflict between these Terms and any applicable Additional Terms, the Additional Terms will control unless they expressly state otherwise.

By using the Service, you agree to these Terms, and consent to our collection, use and disclosure practices, and other activities as described in our [Privacy Policy](#). If you do not agree and consent, discontinue use of the Service.

2. **Service Use.**

A. Content.

The Service contains: (i) materials and other items relating to Company and its products and services, and similar items from our licensors and other third parties, including all layout, information, databases, articles, posts, text, data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material; (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Company; and (iii) other forms of intellectual property (all of the foregoing, collectively “**Content**”). All right, title, and interest in and to the Service and the Content is the property of Company or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.

B. Limited License.

Subject to your strict compliance with these Terms and any applicable Additional Terms, Company grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download, display, view, use, and play the Content on a personal computer, browser, laptop, tablet, mobile phone, or other internet-enabled device (each, a “**Device**”) and/or print one copy of the Content as it is displayed to you, in each case for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be suspended or terminated for any reason, in Company’s sole discretion, and without advance notice or liability. Your unauthorized use of the Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

C. Accounts.

Certain features of the Service may require you to register an account. When registering an account, you agree to: (i) provide true, accurate, current, and complete information; (ii) maintain and update this information to keep it true, accurate, current, and complete; (iii) protect and prevent unauthorized access to your account; (iv) not transfer or share your account with any third party; and (v) immediately notify us of any suspected or actual unauthorized use of your account or breach of security. Please note that you are solely responsible for all activities that occur under your account, whether or not you authorized the activity, and we are not liable for any loss or damage to you or any third party arising from your failure to comply with any of the foregoing obligations.

D. Restrictions.

You may not: (i) use the Service or Content for any political or commercial purpose; (ii) engage in any activity in connection with the Service or Content that is unlawful, harmful, offensive, sexually explicit, obscene, violent, threatening, harassing, abusive, falsely representative of your persona, invasive of someone else's privacy, or otherwise objectionable to Company; (iii) harvest any information from the Service or Content; (iv) reverse engineer or modify the Service or Content; (v) interfere with the proper operation of or any security measure used by the Service or Content; (vi) infringe any intellectual property or other right of any third party; (vii) use the Service or Content in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to you; or (viii) otherwise violate these Terms or any applicable Additional Terms.

You agree to comply with all local, state, federal, national, foreign, supranational, and international laws, statutes, ordinances, regulations, treaties, directives, and agreements that apply to your use of the Service and Content.

You understand and agree that Company is not responsible for any content that you may submit through the Service or any of Company's products. You, and not Company, must obtain all necessary third-party rights for the submission of such third-party content through the Service of any of Company's products. You will indemnify Company for any third-party claims, liabilities, damages, losses, costs and expenses resulting from your use of any such third-party content in accordance with Section 9 below.

E. Availability.

Company may suspend or terminate the availability of the Service and Content, in whole or in part, to any individual user or all users, for any reason, in Company's sole discretion, and without advance notice or liability. Upon suspension or termination of your access to the Service, or upon notice from Company, all rights granted to you under these Terms or any applicable Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service and Content.

F. Reservation of Rights.

All rights not expressly granted to you are reserved by Company and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the Content or Service for any purpose is prohibited.

3. Subscriptions and Products.

Certain areas of the Service require payment before you can access them (“**Subscriptions**”). For example, you may need to subscribe in order to access certain content on our Service. Subscriptions can be purchased by paying a monthly subscription fee. When you register for a Subscription, you consent to get access to the premium areas of our Service immediately. **SUBSCRIPTIONS CANNOT BE TERMINATED BEFORE THE END OF THE PERIOD FOR WHICH YOU HAVE ALREADY PAID, AND COMPANY WILL NOT REFUND ANY FEES THAT YOU HAVE ALREADY PAID.** Your payment will automatically renew at the end of the subscription period, unless you cancel your Subscription through your subscription page before the end of the current subscription period. The cancellation will take effect the day after the last day of the current subscription period. Company may change the price for the Subscriptions, from time to time, by posting the new price on its Service. Price changes for Subscriptions will take effect at the start of the next subscription period following the date of the price change. As permitted by local law, you accept the new price by continuing to use the Service after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by unsubscribing from the Service prior to the price change going into effect. Please therefore make sure you read any such notification of price changes carefully. Additional Terms may apply.

We do our best to describe every product or service offered on our Service as accurately as possible. However, we are human, and therefore we do not warrant that product specifications, pricing, or other content on the Service is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications, Company shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other account prior to our cancellation, we will issue a credit to your account in the amount of the charge. Additional Terms may apply. If a product or service you purchased from Company is not as described, your sole remedy is to cancel the purchase and receive a credit for the purchase price.

All physical products purchased from the Service are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon delivery to the carrier.

For any purchases made through third party platform providers, such as Apple, Amazon, Roku, or Google, please contact their customer support. Their terms, conditions and policies, and not ours, apply and we do not handle returns or refund requests for purchases through those third party platform providers.

4. Customer Support.

If you have any questions or comments, please send an e-mail to us at office@stagewritesoftware.com. You acknowledge that the provision of support is at Company’s sole discretion and that we have no obligation to provide you with customer support of any kind. All legal notices to us must be mailed to: 257 W. 52nd Street 4th Fl, New York, NY 10019. When you communicate with us electronically, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

5. Third Party Services.

Our Service contains content from and hyperlinks to websites, locations, platforms, and services operated and owned by third parties (“**Third Party Services**”). We may also integrate third party technologies into our Service and host our content on Third Party Services. These Third Party Services are not owned, controlled, or operated by us, and you acknowledge and agree that we are not responsible or liable for the information, content, products, technologies, or services on or available from such Third Party Services, or for the results to be obtained from using them. If you choose to access, transact with, or otherwise interact with any such Third Party Services, you do so at your own risk. For more information on Third Party Services, see our [Privacy Policy](#).

6. Service Features.

A. Wireless Features.

The Service may offer features that are available to you via your wireless Device including the ability to access the Service’s features and upload content to the Service (collectively, “**Wireless Features**”). By using the Service, you agree that Company may collect information related to your use of the Wireless Features as described in our [Privacy Policy](#), and may change, alter, or modify the settings or configurations on your Device in order to allow for or optimize your use of the Service. Data rates and other carrier fees may apply.

B. Communications.

(i) E-mails: You can opt-out of receiving certain promotional e-mails from us at any time by following the instructions as provided in e-mails to click on the unsubscribe link, or contacting us at office@stagewritesoftware.com with the word UNSUBSCRIBE in the subject field of the e-mail. Your opt-out will not affect non-promotional e-mails, such as those about your account, transactions, servicing, or Company’s ongoing business relations.

7. Disclaimer of Representations and Warranties.

THE SERVICE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. NEITHER COMPANY NOR ANY OF ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "COMPANY PARTIES") MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER AS TO THE CONTENT OR OTHER SERVICES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND FREEDOM FROM COMPUTER VIRUS. BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM COMPANY INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

8. Limitations of Our Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY PARTIES BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH (A) THE SERVICE, (B) THESE TERMS OR (C) YOUR MISUSE OF THE SERVICE OR ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS HEREIN DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM COMPANY INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

9. Indemnification.

You agree to defend, indemnify and hold harmless the Company Parties from and against any and all claims, liabilities, damages, losses, costs and expenses (including, reasonable attorneys' fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of these Terms; (ii) your Submissions; (iii) your misuse of the Service; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities; (v) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property or privacy right; (vi) your use of a Third Party Service; or (vii) any misrepresentation made by you. Company reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with Company's defense of any claim. You will not in any event settle any claim without the prior written consent of Company.

This provision does not require you to indemnify us for any unconscionable commercial practice by us or for our fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Service.

10. Waiver of Injunctive or other Equitable Relief.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY COMPANY OR A LICENSOR OF COMPANY.

11. Updates to Terms.

We reserve the right, at any time in our sole discretion, to modify or replace any part of these Terms and any applicable Additional Terms, without prior notice. You agree that we may notify you of any updated Terms and any applicable Additional Terms by posting them on the Service so that they are accessible via a link from the home page, and/or to send you an e-mail to the last e-mail address you provided to us. All such changes are effective immediately when we post them, or such later date as may be specified in the notice of updated Terms and any applicable Additional Terms. If you object to any such changes, your sole recourse is to cease using the Service.

12. Agreement to Arbitrate Disputes and Choice of Law.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

A. We Both Agree to Arbitrate.

You and Company agree to resolve any claims relating to these Terms through final and binding arbitration, except to the extent you have in any manner violated or threatened to violate Company's intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances Company may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Service, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described herein.

B. What is Arbitration.

Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

C. Arbitration Procedures.

The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in front of one arbitrator. If there is a conflict between JAMS Rules and the rules set forth in these Terms, the rules set forth in this Terms will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267. To initiate arbitration, you or Company must do the following things:

- (1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a demand for Arbitration at www.jamsadr.com.

(2) Send three copies of the demand for Arbitration, plus the appropriate filing fee to: JAMS to your local JAMS office or to JAMS, Two Embarcadero Center, Suite 1500, San Francisco, CA 94111.

(3) Send one copy of the demand for Arbitration to the other party.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. If travelling to New York is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees). Arbitration under this agreement shall be held in the United States in New York, NY under New York law without regard to its conflict of laws provisions. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

D. Authority of Arbitrator.

The arbitrator will decide the rights and liabilities, if any, of you and Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Company.

E. No Class Actions.

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

F. Waiver of Jury Trial.

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

G. Choice of Law/Forum Selection.

In any circumstances where the Agreement to Arbitrate Disputes permits the parties to litigate in court, these Terms shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules. You further expressly consent and agree to submit to the exclusive jurisdiction and venue of a court of competent jurisdiction located in New York, NY.

13. General Provisions.

A. Consent or Approval.

No Company consent or approval may be deemed to have been granted by Company without being in writing and signed by an officer of Company.

B. Survival.

The provisions of these Terms and any applicable Additional Terms, which by their nature should survive termination of your use of the Service, including sections on Service Use (except for the limited license), Unsolicited Submissions, Copyright Infringement, Subscriptions and Products, Customer Support, Third Party Services, Service Features, Agreement to Arbitrate Disputes and Choice of Law, Disclaimer of Representations and Warranties, Limitations of Our Liability, Indemnification, Waiver of Injunctive or Other Equitable Relief, Updates to Terms, and General Provisions, will survive.

C. Severability; Interpretation; Assignment.

If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms. You hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. Company may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Company.

D. Complete Agreement; No Waiver.

These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances or discussion related to the Service. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or Company in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

E. Investigations; Cooperation with Law Enforcement.

Company reserves the right to investigate and prosecute any suspected breaches of these Terms or the Service. Company may disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

F. 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>.

G. Terms Applicable for Apple iOS.

If you are using the Service through an Apple Device, the following terms apply:

(i) To the extent that you are accessing the Service through an Apple Device, you acknowledge that these Terms are entered into between you and Company and, that Apple, Inc. (“Apple”) is not a party to these Terms other than as third-party beneficiary as contemplated below.

(ii) The license granted to you in these Terms is subject to the permitted Usage Rules set forth in the App Store Terms of Service (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the Service.

(iii) You acknowledge that Company, and not Apple, is responsible for providing the Service and Content thereof.

(iv) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.

(v) To the maximum extent not prohibited by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.

(vi) Notwithstanding anything to the contrary herein, and subject to the terms in these Terms, you acknowledge that, solely as between Apple and Company, Company, and not Apple is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

(vii) Further, you agree that if the Service, or your possession and use of the Service, infringes on a third party’s intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.

(viii) You acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions 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.

(ix) When using the Service, you agree to comply with any and all third party terms that are applicable to any platform, website, technology or service that interacts with the Service.