

Terms and Conditions

Effective Date: May 1, 2020

By using this website, you are deemed to have read and agreed to the following terms and conditions:

Zoit Media SP1, LLC (referred to as "Zoit Media," "Zoit," "us" or "we") is the owner and operator of DigitalSkyPod.com (the "Website") and maintains the website and various related services (together, the "Service"), which may be updated by Zoit from time to time. The following are the terms and conditions of use (the "Terms and Conditions") that govern use of the Service offered on and in connection with the Website.

By using the Service, you expressly agree to be bound by these Terms and Conditions and the Zoit Privacy Policy and to follow these Terms and Conditions and all applicable laws and regulations governing use of the Service. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS WEBSITE.

1. **MODIFICATIONS:** We reserve the right to change the Terms and Conditions at any time. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by any means including, but not limited to, posting the revised Terms and Conditions on this page. You acknowledge and agree that it is your responsibility to review the Terms and Conditions periodically, and to be aware of any modifications. Your continued use of the Service after such modifications will constitute your acknowledgment of the modified Terms and Conditions and agreement to abide and be bound by the modified Terms and Conditions.

2. **ELIGIBILITY:** By using the Service, you represent and warrant that: (a) all information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are either (i) 18 years of age or older or (ii) 13 years of age or older and have the consent a parent or guardian to use the Service; (d) your use of the Service does not violate any applicable law or regulation; and (e) you will at all times abide by these Terms and Conditions and any applicable law or regulation.

3. **REGISTRATION.** To use certain aspects of the Service, you may be required to register and provide certain information, including a member or user name, a password and a valid e-mail address (the "Account Information"). You agree to provide accurate Account Information and to update your Account Information as necessary to keep it accurate. By using the Service, you authorize us, directly or through third parties, to make any inquiries we consider necessary or appropriate to verify your identity and username or validate your Account Information. You agree that you will not use false identities or impersonate any other person or use a username or password that you are not authorized to use. We will use your Account Information in accordance with our Privacy Policy. By providing us with your e-mail address, you consent to our using the e-mail address to send you Service-related notices, including among other things notices required by law, in lieu of postal mail. You may not opt out of Service-related e-mails. We may also use your e-mail address to send you other messages, including information about the Service and special offers. You may opt out of such e-mail by sending an e-mail to bert@zoitmedia.com. Opting out may prevent you from receiving messages regarding the Service or special offers.

4. **USE OF WEBSITE.** You may view and download the materials at this Website only for your personal, non-commercial use. You may not reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of the materials on this Website, or otherwise use them for any commercial purpose. You agree that you will not use the Website to: (i) transmit spam, bulk, or unsolicited communications; (ii) pretend to be Zoit or spoof Zoit's identity or misrepresent any affiliation with Zoit; (iii) forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any content transmitted to or via the Website; or (iv) disrupt the normal flow or otherwise act in a manner that negatively affects other users' ability to use the Website. Zoit reserves the right to report any wrongdoing to the applicable government agencies. You agree you will not use any robot, spider, other automatic device, or manual process to monitor or copy the Website web pages or its content without the prior, written permission of Zoit.

5. **THIRD PARTY CONTENT.** Links on this Website to third-party websites are provided solely as a convenience. We are not responsible or liable in any manner for any Third Party Content displayed in connection with the Service, including user-generated content(see POSTINGS). In addition, Zoit has not reviewed all of these third-party sites and is not responsible for any of these sites or their content. Zoit does not endorse, or make any representations about the information, content, software or other products or materials found on third party sites. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk.

6. **POSTINGS.** If the Website provides areas where users can post communications, Zoit may but is not obligated to monitor or review the content on the Website where users post information. Zoit shall have the right to remove any communications from others on the Website in its sole discretion, including materials that Zoit deems to be abusive, defamatory, obscene or otherwise unacceptable. Zoit shall have no liability related to the content in any communications by others, whether arising under the laws of copyright, libel, privacy, obscenity or otherwise.

a. We are not responsible or liable in any manner for any content created by any third party user of the Service, including content displayed in connection with the Service. Although we provide rules for user conduct, we do not control and are

not responsible for what users post, transmit or distribute through the Service and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter through the Service or in connection with any user-created content. We are not responsible for the conduct, whether online or offline, of any user of the Service.

7. THIRD PARTY INTERACTIONS. During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers, sponsors or creative allies showing their goods and/or services through the Service. Any such activities, and any terms, conditions, warranties or representations associated with such activities, are solely between you and the applicable third-party. We will have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party.

8. ELECTRONIC COMMUNICATIONS. When you use the Website, associated social media accounts, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. By doing so, you consent to receive communications from us electronically. We will communicate with you in a variety of ways, such as by e-mail, text or by posting notices and messages on this Website or through our social media accounts. 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.

9. TRADEMARKS, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY PROVISIONS.

a. The content provided in connection with the Service, including without limitation the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (the "Materials") and the trademarks, service marks, brands, logos, designs, trade dress, slogans and other designations contained therein (the "Marks"), are owned by or licensed to us, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Materials are provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. We reserve all rights not expressly granted to you with respect to the Service, the Materials and the Marks under these Terms and Conditions. You agree to not engage in the use, copying, or distribution of any of the Materials or the Marks other than expressly permitted by us, including third parties' materials, including for any commercial purposes. If you download or print a copy of the Materials for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Service or features that prevent or restrict use or copying of any Materials or Marks or enforce limitations on use of the Service or the Materials or Marks on the Website. Unless explicitly stated herein, nothing in the Terms and Conditions shall be construed as conferring to you any license to any Zoit or third party intellectual property rights, whether by estoppel, implication, or otherwise.

b. If you are a copyright owner or the legal agent of a copyright owner and you believe that any content used in connection with the Service infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by e-mailing: bert@zoitmedia.com.

10. SUBMISSIONS.

a. Any material, information or idea you transmit to Zoit or post on its Website or any of its social media accounts (each, a "Submission") will be treated as non-confidential and non-proprietary. Zoit will have no obligations with respect to such Submissions; and transmitting any Submission you give Zoit a perpetual, world-wide, royalty-free license to copy, disclose, distribute, incorporate and otherwise use any such submission for any and all commercial or non-commercial purposes.

b. Currently, Zoit is not taking creative Submissions from the public for consideration for development as Zoit projects; however, users often find ways to transmit Submissions despite this. By using this Service or by contacting us through our social media channels, you explicitly represent, warrant and agree to the following "Submission Release Terms" for each and every Submission:

i. You acknowledge that we did not solicit the Submission and you understand we will delete unread any unsolicited Submission. You understand that if we have a formal process to solicit Submissions in the future, and you will be bound by the terms and conditions of that process if and when it is initiated.

ii. You are submitting material owned and controlled by you, so that we can decide whether we want to enter into negotiations respecting our possible use of the Submission.

iii. You will not receive any compensation for the Submission. You recognize that the Submission may be similar to material which we have developed or which has or may come to us from other sources.

iv. Our use of material similar to the Submission will not obligate us to negotiate with you or any other third party nor entitle you or them to any compensation or any other entitlement (including because features or elements in your Submission were not new or novel, or were not originated by you).

v. You agree that no obligation of any kind is assumed by or may be implied against us by reason of our receipt, or potential or actual review, of the Submission. The Submission is submitted voluntarily and not in confidence or in trust, and no confidential or fiduciary relationship is intended or created between you and us by reason of such Submission or otherwise.

Nothing in these Terms and Conditions, including the Submission Release Terms, will be deemed to place us in any different position from any other member of the public as a result of the Submission. Any part of the Submission which can be freely used by any member of the public, or acquired by us from a third party, may be used or acquired by us without liability to you or to any other party claiming to derive rights from or through you.

vi. You represent and warrant that: (a) you own the Submission; (b) it is original with you and has not previously been exploited in any manner; (c) the use and the exploitation thereof by you or any party authorized by you will not violate or infringe any third party rights of any kind; and (d) you have the right to submit and to offer the Submission to us without obligation or liability to any third party.

vii. If there is any dispute arising out of these Submission Release Terms, or relating to our alleged or actual use of a Submission, the matter shall be determined solely by submitting such to arbitration in accordance with Paragraph 14 of these Terms and Conditions; provided that in the case of any dispute arising out of the Submission Release Terms: (a) it shall be decided by an arbiter experienced in the entertainment field either mutually agreed or selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association; (b) any award favorable to you shall be limited to the fixing of compensation for our use of the Submission, including for rights that we have not yet exercised or assumed, which shall bear a reasonable relation to compensation normally paid for similar material as of the time of the initial Submission, taking into account the relative stature of the owner and/or author of similar materials; (c) any award favorable to you for rights that we have not yet exercised or assumed must include the issuance of a grant from you to us in accordance with our specifications (including our customary terms and conditions for agreements of this type); (d) in the case of an award favorable to us, we will have the opportunity of specifying, prior to the fixing of such compensation, what rights we wish to acquire in the Submission (that have not already been exercised), including sequel/remake rights, etc.; (e) such award will provide for each party, respectively, to bear its own costs of arbitration and attorneys' fees; and (f) the pendency of the arbitration, the proceedings, any evidence or other material, and the award shall be maintained and remain confidential, except that an award may be confirmed by a court of competent jurisdiction if it has not been fully satisfied within ninety (90) days of its issuance.

viii. We shall have no responsibility for any loss of your Submission for any reason, nor any obligation to return your Submission to you.

ix. Except as otherwise provided herein, pertaining to these Submission Release Terms, you hereby release us of and from any and all claims, costs, demands and liabilities of every kind whatsoever, known or unknown, that may arise in relation to the Submission or by reason of any claim now or hereafter made by or through you or on your behalf (even though you realize that such might be based on facts or circumstances not now known or suspected by you to exist, which if known or suspected, would have materially affected your decision to enter into this Submission Release Terms, or to submit the Submission to us) that we have used or appropriated the Submission, except for fraud or willful injury on our part. With respect to all such released claims, you waive all rights of injunctive and other equitable relief (including rescission) against us, in connection with these Terms and Conditions, the exploitation of the Submission or any other material, whether or not in whole or part similar thereto.

x. You shall not have the right to use (nor to authorize the use of) our name or the name of anyone involved with Zoit in any manner or means whatsoever to identify or refer to your Submission or yourself in connection with your Submission.

xi. Should any provision of these Submission Release Terms be void or unenforceable or restricted, such provision shall be deemed omitted or so restricted, and the balance hereof will remain in full force and effect

xii. These Submission Release Terms will be binding on the you and our respective successors, assigns, licensees and all affiliated and related parties. You agree that no agreement, statement or representation has been made except those expressly stated in these Terms and Conditions. These Submission Release Terms may be modified only by subsequent agreement signed by both you and us. "We," "our" and "us" refers to Zoit and all affiliated and related parties and agents, representatives, licensees and assigns to whom you submit material or have been or may be involved in developing, financing or exploiting materials and properties with us generally.

11. PROHIBITED ACTIVITIES.

a. The Service is for the personal use of users only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us. You may not access or use the Service for any other purpose.

b. Certain activities, even if legal, may violate the common rules of etiquette governing online behavior, as determined by us in our sole discretion and are prohibited. Prohibited activities include, but are not limited to: (a) criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets; (b) advertising to, or solicitation of, any user to buy or sell any products or services; (c) transmitting chain letters or junk e-mail to other users; (d) using any information obtained from the Service in order to contact, advertise to, solicit, or sell to any user or person without their prior explicit consent; (e) make any unauthorized use of the Service, including collecting usernames and/or e-mail addresses of users by electronic or other means for the purpose of sending unsolicited e-mail; (f) engaging in any automated use of the system, such as using scripts to add friends or send comments or messages; (g) interfering with, disrupting, or creating an undue burden on the Service or the networks or services connected to the website; (h) engage in unauthorized framing of or linking to the Service; (i) attempting to impersonate another user, person or

entity; (j) using the username of another user; (k) using a false e-mail address; (l) selling or otherwise transferring your profile; (m) using any information obtained from the Service in order to harass, abuse, or harm another person; and (n) using the Service in a manner inconsistent with any and all applicable laws and regulations.

12. LIMITED LICENSE. You are granted a limited, non-exclusive, revocable and non-transferable license to utilize and access the Website and the Service pursuant to the requirements and restrictions of these Terms and Conditions. We may change, suspend or discontinue any aspect of the Service at any time. We may also, without notice or liability, impose limits on certain features and services or restrict your access to all or portions of the Service. You will have no rights to the proprietary software and related documentation, if any, provided to you in order to access the Service. Except as provided in the Terms and Conditions, you will have no right to directly or indirectly, own, use, loan, sell, rent, lease, license, sublicense, assign, copy, translate, modify, adapt, improve, or create any new or derivative works from, or display, distribute, perform, or in any way exploit the Service, or any of its contents (including all content on the Website and any software) in whole or in part.

13. RIGHT TO MANAGE THE SERVICE AND TERMINATE USERS.

a. We reserve the right but do not have the obligation to: (i) monitor all use of the Service for violations of these Terms and Conditions; (ii) take appropriate legal action against anyone who, in our sole discretion, violates these Terms and Conditions, including without limitation, reporting you to law enforcement authorities; (iii) in our sole discretion and without limitation, refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any user's account or any portion thereof that may violate these Terms and Conditions or any of our other policies; or (iv) otherwise manage the Service in a manner designed to protect our and other's rights and property and to facilitate the proper functioning of the Service.

b. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICE TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR OTHER OBLIGATION CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION.

14. DISPUTE RESOLUTION; GOVERNING LAW AND JURISDICTION. All disputes arising out of or relating to the Terms and Conditions, including without limitation, copyright infringement (subject to the paragraphs 9 and 10), will be exclusively resolved under confidential binding arbitration held in Los Angeles, California, before and in accordance with the rules of the American Arbitration Association. Notwithstanding the foregoing, we will have the right to seek injunctive relief to enforce the Terms and Conditions or to stop or prevent an infringement of proprietary or other third-party rights. In the event of litigation or to compel arbitration or to enforce an arbitration award under this paragraph, or to obtain an injunction under this paragraph, the parties hereby irrevocably consent and submit to the personal jurisdiction and venue of the state and federal courts located in Los Angeles, California. These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of California exclusive of its choice of law or conflicts of law rules.

15. LIMITATION OF LIABILITY. IN NO EVENT WHATSOEVER WILL ZOIT OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, OWNERS, REPRESENTATIVES OR SUPPLIERS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, OWNERS, REPRESENTATIVES OR SUPPLIERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO FOR ANY LOST PROFITS OR REVENUE, GOODWILL, DOWNTIME, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER (ARISING UNDER TORT, CONTRACT OR OTHER LAW), ARISING FROM YOUR USE OF THE SERVICE OR ANY CONTENT OR OTHER MATERIALS ON, ACCESSED OR OBTAINED THROUGH, OR DOWNLOADED FROM THE SERVICE, EVEN IF WE ARE AWARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF ANY PARTY'S NEGLIGENCE. YOU UNDERSTAND AND AGREE THAT THE DOWNLOAD AND UPLOAD OF ANY MATERIAL THROUGH THIS SITE IS DONE AT YOUR DISCRETION AND RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OR UPLOAD OF ANY MATERIAL. ZOIT ASSUMES NO LIABILITY IN CONNECTION WITH THE PROVISION OF THE SITE TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU OR ANY PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR THE SERVICE IN THE 12 MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY PERSONAL INJURY OR DEATH RESULTING FROM THE USE OF THE SERVICE, ANY CONTENT OF ANY USER OR OTHER THIRD PARTY, OR ANY PRODUCTS OR SERVICES PROVIDED TO YOU.

16. Disclaimers

a. The Service may be temporarily unavailable from time to time for maintenance or other reasons. We will have no responsibility for any interruption, delay in operation or transmission, theft or destruction of, unauthorized access to, or alteration of any communications or any other content made available through the Service.

b. EXCEPT AS OTHERWISE REQUIRED BY LAW, THE SERVICE, INCLUDING ALL CONTENT THEREIN, IS PROVIDED "AS IS" AND WE AND OUR SUPPLIERS DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE CANNOT GUARANTEE

AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THE SOFTWARE, CONTENT OR MATERIALS MADE AVAILABLE THROUGH THE SERVICE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE, OR ITS SERVERS, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS DISCLAIMER IS MADE TO THE FULLEST EXTENT PERMITTED BY LAW.

c. In the event that one or more portions of this Terms and Conditions shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision contained in this Terms and Conditions. Any delay or failure to require performance of any provision hereof shall in no manner affect any right at a later time to enforce such provision. Zoit may revise this Terms and Conditions at any time by updating this posting.

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e. These Terms and Conditions and any additional terms specifically incorporated by reference, including without limitation Zoit's Privacy Policy and Submission Release Terms constitutes the entire agreement between you and us regarding the use of the Service.

17. If you ever have any questions about our information sharing practices, please refer to our Privacy Policy or you may contact us by sending an e-mail to: bert@zoitmedia.com.

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