

KRAKEN KREATIVE STUDIO (KKS)

THE TERMS OF USE & SERVICES, PRIVACY, REFUND POLICY, COOKIES, TERMS OF PURCHASE/DIGITAL PRODUCT AGREEMENT

Last Updated NOVEMBER 15, 2023

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United State Of America

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Last Updated NOVEMBER 15, 2023

appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

GOVERNING LAW

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without regard to its conflict of law principles.

DISPUTE RESOLUTION

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A

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JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website: www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, we will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Ventura, California. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Ventura, California, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and Forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use.

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or

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authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE, OUR SERVICES, AND CONTENT WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR

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ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Site; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of

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the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of

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Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:
KRAKEN@KRAKENKREATIVESTUDIO.COM

COOKIE POLICY

Last updated NOVEMBER 15, 2023

This Cookie Policy explains how Kraken Kreative Studio (“Company“, “we“, “us“, and “our“) uses cookies and similar technologies to recognize you when you visit our websites listed above, (“Websites“). It explains what these technologies are and why we use them, as well as your rights to control our use of them.

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In some cases we may use cookies to collect personal information, or that becomes personal information if we combine it with other information.

What are cookies?

Cookies are small data files that are placed on your computer or mobile device when you visit a website. Cookies are widely used by website owners in order to make their websites work, or to work more efficiently, as well as to provide reporting information.

Cookies set by the website owner (in this case, KKS) are called “first party cookies”. Cookies set by parties other than the website owner are called “third party cookies”. Third party cookies enable third party features or functionality to be provided on or through the website (e.g. like advertising, interactive content and analytics). The parties that set these third party cookies can recognize your computer both when it visits the website in question and also when it visits certain other websites.

Why do we use cookies?

We use first and third party cookies for several reasons. Some cookies are required for technical reasons in order for our Websites to operate, and we refer to these as “essential” or “strictly necessary” cookies. Other cookies also enable us to track and target the interests of our users to enhance the experience on our Online Properties. Third parties serve cookies through our Websites for advertising, analytics and other purposes. This is described in more detail below.

The specific types of first and third party cookies served through our Websites and the purposes they perform are described below (please note that the specific cookies served may vary depending on the specific Online Properties you visit):

How can I control cookies?

You have the right to decide whether to accept or reject cookies. You can exercise your cookie rights by setting your preferences in the Cookie Consent Manager. The Cookie Consent Manager allows you to select which categories of cookies you accept or reject. Essential cookies cannot be rejected as they are strictly necessary to provide you with services.

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The Cookie Consent Manager can be found in the notification banner and on our website. If you choose to reject cookies, you may still use our website though your access to some functionality and areas of our website may be restricted. You may also set or amend your web browser controls to accept or refuse cookies. As the means by which you can refuse cookies through your web browser controls vary from browser-to-browser, you should visit your browser's help menu for more information.

In addition, most advertising networks offer you a way to opt out of targeted advertising. If you would like to find out more information, please visit <http://www.aboutads.info/choices/> or <http://www.youronlinechoices.com>.

The specific types of first and third party cookies served through our Websites and the purposes they perform are described in the table below (please note that the specific cookies served may vary depending on the specific Online Properties you visit):

Essential website cookies:

These cookies are strictly necessary to provide you with services available through our Websites and to use some of its features, such as access to secure areas.

Name: __tlbcpv

Purpose: Used to record unique visitor views of the consent banner.

Provider: .termly.io

Service: Termly View Service Privacy Policy

Country: United States

Type: http_cookie

Expires in: 1 year

What about other tracking technologies, like web beacons?

Cookies are not the only way to recognize or track visitors to a website. We may use other, similar technologies from time to time, like web beacons (sometimes called "tracking pixels" or "clear gifs"). These are tiny graphics files that contain a unique identifier that enable us to recognize when someone has visited our Websites or opened an e-mail including them. This allows us, for example, to monitor the traffic

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patterns of users from one page within a website to another, to deliver or communicate with cookies, to understand whether you have come to the website from an online advertisement displayed on a third-party website, to improve site performance, and to measure the success of email marketing campaigns. In many instances, these technologies are reliant on cookies to function properly, and so declining cookies will impair their functioning.

Do you use Flash cookies or Local Shared Objects?

Websites may also use so-called “Flash Cookies” (also known as Local Shared Objects or “LSOs”) to, among other things, collect and store information about your use of our services, fraud prevention and for other site operations.

If you do not want Flash Cookies stored on your computer, you can adjust the settings of your Flash player to block Flash Cookies storage using the tools contained in the Website Storage Settings Panel. You can also control Flash Cookies by going to the Global Storage Settings Panel and following the instructions (which may include instructions that explain, for example, how to delete existing Flash Cookies (referred to “information” on the Macromedia site), how to prevent Flash LSOs from being placed on your computer without your being asked, and (for Flash Player 8 and later) how to block Flash Cookies that are not being delivered by the operator of the page you are on at the time).

Please note that setting the Flash Player to restrict or limit acceptance of Flash Cookies may reduce or impede the functionality of some Flash applications, including, potentially, Flash applications used in connection with our services or online content.

Do you serve targeted advertising?

Third parties may serve cookies on your computer or mobile device to serve advertising through our Websites. These companies may use information about your visits to this and other websites in order to provide relevant advertisements about goods and services that you may be interested in. They may also employ technology that is used to measure the effectiveness of advertisements. This can be accomplished by using cookies or web beacons to collect information about your visits to this and other sites in order to provide relevant advertisements about goods and services of potential interest to you. The information collected through this process does not enable us or them to

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identify your name, contact details or other details that directly identify you unless you choose to provide these.

How often will you update this Cookie Policy?

We may update this Cookie Policy from time to time in order to reflect, for example, changes to the cookies we use or for other operational, legal or regulatory reasons. Please therefore re-visit this Cookie Policy regularly to stay informed about our use of cookies and related technologies.

The date at the top of this Cookie Policy indicates when it was last updated.

Where can I get further information?

If you have any questions about our use of cookies or other technologies, please email us at KRAKEN@KRAKENKREATIVESTUDIO.COM

This policy applies to information the Company collects:

- On the Website (including desktop and mobile versions).
- In email, text, and other electronic messages between you and the Company.
- When you interact with the Company's advertising and applications on third-party websites and services, if those applications or advertising include links to this policy.
- When you interact with the Website through third-party social media platforms.

It does not apply to information collected by:

- the Company offline or through any other means, including on any other website operated by the Company or any third-party (including the Company's affiliates and subsidiaries); or
- any third-party (including the Company's affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from (or on) the Website.

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Please read this policy carefully to understand the Company's policies and practices regarding your information and how the Company will treat it. If you do not agree with the Company's policies and practices, your choice is not to use the Website. By accessing or using the Website, you agree to this policy and consent to the Company's collection, use, disclosure, retention, and protection of your personal information as described in this policy.

The Company may change this policy on one or more occasions. The Company will consider your continued use of the Website after the Company makes changes as your acceptance of the changes, so please check this policy frequently for updates.

1. Are minors welcome?

The Website is not intended for persons under 18-years old. You will only access the Website or register if (1) you are at least 18-years old and (2) have reached the age of majority where you live. The Company prohibits all persons who do not meet the age requirements from accessing the Website. Minors must not access the Website or use its services.

The Company does not knowingly collect any information about children, minors, or anyone under the age of majority. Nor does the Company knowingly market to children, minors, or anyone under 18-years old. If you are under 18-years old, you must not submit information to the Company and must leave the Website. If the Company becomes aware that a child, minor, or anyone under 18-years old has registered with the Website and provided the Company with personal information, the Company will take steps to cancel that account. If the Company cancels your account because you are under 18-years old, the Company may keep your email and IP address to ensure that you do not elude the rules by creating a new account. If you become aware that your child has provided us with personal information, please send the Company an email at: KRAKEN@KRAKENKREATIVESTUDIO.COM

2. What types of information does the Company collect about you and how is it collected?

The Company may collect several types of information from and about users of the Website, including information:

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- by which you may be personally identified, including your name, postal address, email address, telephone number, date of birth, social security number/federal employment identification number, or any other information that the Company collects that is defined as personal or personally identifiable information under law (“personal information”);
- that is about you but individually does not identify you, including your age, gender, location, and any other optional information you provide about yourself; or
- about your Internet connection, the equipment you use to access the Website, and usage details.

The Company collects this information:

- Directly from you when you provide it to the Company.
- Automatically as you navigate through the Website. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.
- From third parties, for example, the Company’s business partners.

Information You Provide to the Company

The information the Company collects on or through the Website may include:

- Information that you provide by filling in forms on the Website. This includes information provided at the time of registering to use the Website, signing up for an account, purchasing credits, tokens, or requesting further services. The Company may also ask you for information when you report a problem with the Website or a service.
- Records and copies of your correspondence (including email addresses), if you contact the Company.
- Your responses to surveys that the Company might ask you to complete for research purposes.

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- Details of transactions you carry out through the Website and of the fulfillment of your requests. You may be required to provide financial information before placing an order through the Website or receiving payment from the Company.
- Your search queries on the Website.

You also may provide information to be published or displayed (“posted”) on public areas of the Website, or transmitted to other users of the Website or third parties (collectively, “user contributions”). Your user contributions are posted on the Website and transmitted to others at your own risk. Although you may set certain privacy settings for this information by logging into your account, please be aware that no security measures are perfect or impenetrable. Additionally, the Company cannot control the actions of other users of the Website with whom you may choose to share your user contributions. Thus, the Company cannot and does not guarantee that your user contributions will not be viewed by unauthorized persons.

Information the Company Collects through Automatic Data Collection Technologies

As you navigate through and interact with the Website, the Company may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to the Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website.
- In compliance with the Digital Advertising Alliance’s suite of Self-Regulatory Principles (DAA Principles) you can opt-out from receiving targeted ads/Interest-Based Advertising from by the Company or served on its behalf, as follows:
 - In Android operating systems, by opening the “Google Settings app” from your app drawer, tapping “Ads”, and selecting “Opt-out of Interest-based ads” (<http://developer.android.com/google/play-services/id.html>). Please note that this will block your phone from receiving tailored ad recommendations across your device.
 - In iOS operating systems, by clicking on Settings -> General -> About -> Advertising and toggling Limit Ad Tracking to ‘ON’ (<https://support.apple.com/en-us/HT202074>).

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Please note that this will block your phone from receiving tailored ad recommendations across your device.

- Information about your computer and Internet connection, including your IP address, operating system, and browser type.

Information about your mobile device and Internet connection, including the device's unique device identifier, IP address, operating system, browser type, mobile network information, and the device's telephone number. This information may also include details about your mobile carrier, your precise geographic location information, and other information described in this policy. If you do not want your location known, you can turn off location services on your mobile device by going to: 1) settings, 2) location services, 3) off [for iOS devices]; and, 1) profile, 2) privacy, 3) on [for Android devices.]

The information the Company collects automatically is statistical data and does not include personal information, but the Company may keep it or associate it with personal information the Company collects in other ways or receives from third parties. It helps the Company to improve the Website and to deliver a better and more personalized service, including by allowing the Company to:

- Estimate the Website's audience size and usage patterns.
- Store information about your preferences, thus allowing the Company to customize the Website according to your individual interests.
- Speed up your searches.
- Recognize you when you return to the Website.

The technologies the Company uses for this automatic data collection may include:

- Cookies (or browser cookies). A cookie is a small file placed on the hard drive of your computer. Your browser stores cookies in a manner associated with each website you visit. The Company uses cookies to enable its servers to recognize your browser and tells the Company how and when you visit the Website and use the services. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of the

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Website. Unless you have adjusted your browser setting so that it will refuse cookies, the Company's system will issue cookies when you direct your browser to the Website. If you want to learn more about cookies, please visit www.allaboutcookies.org.

- **Flash Cookies.** Certain features of the Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on the Website. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, you can access your Flash management tools from Adobe's website.

- **Web Beacons.** Pages of the Website (and the Company's emails) may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages (or opened an email) and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity). If you want to learn more about web beacons, please visit <http://www.allaboutcookies.org/faqs/beacons.html>.

The Company does not collect personal information automatically, but it may tie this information to personal information about you that the Company collects from other sources or you provide to the Company.

Third-party Use of Cookies and Other Tracking Technologies

Some content or applications, including advertisements, on the Website are served by third parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use the Website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

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The Company does not control third-party tracking technologies or how third parties' use them. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

Social Networks and Third-Party Plug-ins

The Website may include plugins from social networks and other third parties. An example of a plugin is the Facebook® "Like" button. Where legally permitted, these plugins may communicate with and send information to the party that provided the plugin, even if you do not click on the plugin. This information may include your IP address, information about your browser and device, and the address of the webpage you are visiting on the Website. Loading, using, or clicking the plugins may also place, read, and transmit cookies. These cookies may contain a unique identifier the social network or third-party assigns you. The loading, functionality, and your use of the plugins are governed by the privacy policy and terms of the party that provided the plugin.

3. How does the Company use your information?

The Company may use information that it collects about you or that you provide to the Company, including any personal information:

- To present the Website and its contents to you.
- To provide you with information, products, or services that you request from the Company.
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account, including expiration and renewal notices.
- To carry out the Company's obligations and enforce its rights arising from any contracts entered into between you and the Company, including for billing and collection or to receive payment from the Company.

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- To notify you about changes to the Website or any products or services the Company offers or provides through the Website.
- To allow you to participate in any interactive features on the Website.
- To monitor and analyze trends, usage, and activities in connection with the Website and for marketing or advertising purposes.
- To investigate and prevent fraudulent transactions, unauthorized access to the Website, and other illegal activities.
- To personalize the Website content, features, or advertisements.
- In any other way, the Company may describe when you provide the information.
- For any other purpose with your consent.

The Company may also use your information to contact you about the Company's own and third parties' goods and services that may be of interest to you. If you do not want the Company to use your information in this way, please send the Company an email: kraken@krakenkreativestudiocom. For more information, see [What choices do you have about how the Company uses and disclose your information](#).

The Company may use the information it has collected from you to allow the Company to display advertisements to its advertisers' target audiences. Even though the Company does not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

4. With whom does the Company share your information?

The Company may disclose aggregated information about its users, and information that does not identify any individual, without restriction.

The Company may disclose personal information that it collects or you provide as described in this policy:

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- To the Company's subsidiaries and affiliates.
- To contractors, service providers, and other third parties the Company uses to support its business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which the Company discloses it to them.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of the Company's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by the Company about the Website's users is among the assets transferred.
- To third parties to market their products or services to you if you have not opted out of these disclosures. The Company contractually requires these third parties to keep personal information confidential and use it only for the purposes for which the Company discloses it to them. For more information, see [What choices do you have about how the Company uses and discloses your information.](#)
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by the Company when you provide the information.
- With your consent.

The Company may also disclose your personal information:

- To comply with any court order, law, or legal process, including responding to any government or regulatory request.
- To enforce or apply the terms of use and other agreements, including for billing and collection purposes or to receive payment from the Company.
- If the Company believes disclosure is necessary or appropriate to protect the rights, property, or safety of the Company, its customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

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5. What choices do you have about how the Company uses and discloses your information?

The Company strives to provide you with choices about the personal information you provide to the Company. The Company has created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. To learn how you can manage your other cookies, visit www.allaboutcookies.org/manage-cookies/. If you disable or refuse cookies, please note that some parts of the Website may then be inaccessible or not function properly.
- **Disclosure of Your Information for Third-Party Advertising.** If you do not want the Company to share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt out by changing your email settings in your account. You can also always opt out by sending the Company an email: kraken@krakenkreativestudiocom.
- **Promotional Offers from the Company.** If you do not want to have your email address used by the Company to promote its own or third parties' products or services, you can opt out by sending the Company an email: kraken@krakenkreativestudiocom. If the Company has sent you a promotional email, you may send the Company a return email asking to be omitted from future email distributions or click on the "unsubscribe" link at the bottom of the email. This opt out does not apply to information provided to the Company as a result of a service purchase or other transactions.
- **Targeted Advertising.** If you do not want the Company to use information that it collects or that you provide to it to deliver advertisements according to its advertisers' target audience preferences, you can opt out by changing your email settings in your account. You can also always send the Company an email: kraken@krakenkreativestudiocom. For this opt out to function, you must have your browser set to accept browser cookies.

The Company does not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way.

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6. How do you access and correct your information?

You can review and change your personal information by logging into the Website and visiting your account profile page. You may also email the Company: KRAKEN@KRAKENKREATIVESTUDIO.COM to request access to, correct, or delete any personal information that you have provided to the Company. The Company cannot delete your personal information except by also deleting your account. The Company will not accommodate a request to change information if it believes the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your user contributions from the Website, copies of your user contributions might remain viewable in cached and archived pages, or might have been copied or stored by other users of the Website. The Website's terms of use govern proper access and use of information provided on the Website, including user contributions.

7. How does the Company protect your personal information?

The Company has implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, change, and disclosure. All information you provide to the Company is stored on its secure servers behind firewalls. The Company encrypts all payment transactions using SSL technology.

The safety and security of your information also depends on you. Where the Company has given you (or where you have chosen) a password for access to certain parts of the Website, you are responsible for keeping this password confidential. The Company asks you not to share your password with anyone. In addition, the Company urges you to be careful about giving out information in public areas of the Website. The information you share in public areas may be viewed by any user of the Website.

Warning: The transmission of information over the Internet is not completely secure. Although the Company does its best to protect your personal information, the Company cannot guarantee the security of your personal information transmitted to the Website. Any transmission of personal information is at your own risk. The Company is not responsible for circumvention of any privacy settings or security measures contained on the Website.

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8. International Users

This policy is intended to cover collection of information on or through the Website from residents of the United States. If you are visiting the Website from outside the United States, please be aware that your information may be transferred to, stored, and processed in the United States where the Company's servers are located. The data protection and other laws of the United States might not be as comprehensive as those in your country. Please be assured that the Company seeks to take reasonable steps to make sure that your privacy is protected. By using the Company's services, you acknowledge that your information may be transferred to the Company's facilities and those third parties with whom the Company shares it as described in this policy. When you provide personal information to the Company through the Website, you consent to the processing of your data in, and the transfer of your data to, the United States, or any other country in which the Company or its affiliates, subsidiaries, or service providers host these services.

The Website may be subject to Canadian law, specifically, the Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5). If you believe that we have violated your privacy rights in any way, please contact us immediately at kraken@krakenkreativestudiocom. You may visit www.priv.gc.ca for more information about your privacy rights.

9. Do Not Track Policy

Do Not Track ("DNT") is a privacy preference that you can set in your browser. DNT is a way for you to inform websites and services that you do not want certain information about your webpage visits collected over time and across websites or online services. The Company is committed to providing you with meaningful choices about the information it collects and that is why the Company provides you the ability to opt out. However, the Company does not recognize or respond to any DNT signals as the Internet industry works toward defining exactly what DNT means, what it means to comply with DNT, and a common approach to responding to DNT. For more information, visit www.allaboutdnt.com.

10. Your California Privacy Rights

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California Civil Code § 1798.83 permits users of the Website that are California residents to request certain information about the Company's disclosure of personal information to third parties for their direct marketing purposes. To make this request, please contact the Company at kraken@krakenkreativestudio.com.

Further, if you are a California resident and would like to opt out from the disclosure of your personal information to any third-party for marketing purposes, please contact the Company at kraken@krakenkreativestudio.com. Please be advised that if you opt out from permitting your personal information to be shared, you may still receive selected officers directly from the Company in accordance with California law.

11. Links to Other Websites

The Website contains links to other websites. Please be aware that the Company is not responsible for the content or privacy practices of those other websites. The Company encourages its customers to be aware when they leave the Website and to read the privacy statements of any other website that collects personally identifiable information.

DISCLOSURES

Kraken Kreative Studio

All material appearing on the Kraken Kreative Studio website ("content") is protected by copyright under U.S. Copyright laws and is the property of Kraken Kreative Studio or the party credited as the provider of the content. You may not copy, reproduce, distribute, publish, display, perform, modify, create derivative works, transmit, or in any way exploit any such content, nor may you distribute any part of this content over any network, including a local area network, sell

or offer it for sale, or use such content to construct any kind of database. You may not alter or remove any copyright or other notice from copies of the content on Kraken Kreative Studio website. Copying or storing any content except as provided above is expressly prohibited without prior written permission of our company or the copyright holder identified in the individual content's copyright notice. For permission to use the content on our website, please contact KRAKEN@KRAKENKREATIVESTUDIO.COM

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TERMS OF USE & SERVICES

The policies below are applicable to the website located at krakenkreativestudio.com, its operational host Weeks World LLC, dba Kraken Kreative Studio, and each of their respective affiliates, parents, subsidiaries, licensees, websites, and assigns, (collectively hereinafter referred to, alternatively, as “Kraken Kreative Studio,” the “Site,” “we,” “us,” “our” or similar identifying pronouns). Please read these Terms of Use carefully to ensure your legal, safe, and enjoyable use of the Site. They contain the legal terms and conditions that govern your use of the services provided to you by the Site and are a binding agreement with you, just as if you had signed this document. In using the Site, you affirm that you are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and you are fully able and competent to enter into, abide by and comply with the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use.

A. THE SERVICES; AUTHORIZATION TO USE:

Please read these terms and policies (collectively hereinafter referred to, alternatively, as “Terms of Use” or “Terms of Service”) as well as the Weeks World LLC, dba Kraken Kreative Studio [Privacy Policy](#) (referred to herein as “[Privacy Policy](#)”) before using the Weeks World LLC, dba Kraken Kreative Studio website (“Kraken Kreative Studio Website,” “Kraken Kreative Studio site,” “website,” or “site”) or any of Kraken Kreative Studio's products, software, data or other applications (collectively referred to as the “Services”).

By using the Services, you (“You” or “Your”) are agreeing to the Terms of Use. If You do not agree to these Terms of Use, or if you do not have the authority to agree, You may not use the Services. Your use of the Services includes the ability and consent to enter into agreements electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSION(S) CONSTITUTES YOUR AGREEMENT AND INTENT TO BE LEGALLY BOUND BY THE TERMS HEREIN. Kraken Kreative Studio (as defined herein) may, in its sole discretion, modify or revise these Terms of Use and policies at any time, and You agree to be bound by such modifications or revisions. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits. These Terms of Use apply to all users of the Service, including users who are also contributors of Content (as hereinafter defined) on the Service.

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Arbitration Notice:

YOU AGREE THAT DISPUTES (EXCEPT FOR CERTAIN TYPES OF DISPUTES DEFINED IN PARAGRAPH AA BELOW) BETWEEN YOU AND Kraken Kreative Studio, ITS PARENTS, AFFILIATES, OR ASSIGNS

WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU MAY OPTOUT OF THIS AGREEMENT TO ARBITRATE BY FOLLOWING THE PROCEDURES DESCRIBED IN THE ARBITRATION SECTION AA BELOW.

B. CONTENT:

“Content” shall mean: any text, messages, ideas, concepts, pitches, suggestions, stories, screenplays, treatments, formats, artwork, photographs, drawings, graphics, videos, and all forms of audiovisual works and recordings, and each element contained therein, including, without limitation, any and all copyright and other intellectual property rights thereto, as well as all original materials created by You which are incorporated therein, including, without limitation, all artwork, dialogue, literary material, music and musical compositions (including lyrics), sound recordings, characterizations, interactive features, Your and/or other persons’ names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that are submitted, posted, uploaded, embedded, displayed, distributed, communicated or otherwise added to or through the Services.

C. PERPETUAL ROYALTY-FREE, EXCLUSIVE WORLDWIDE GRANT OF RIGHTS:

By adding or uploading Content to Kraken Kreative Studio either to or through the Services, You are transferring exclusive ownership of the Content to Kraken Kreative Studio. Said transfer irrevocably grants Kraken Kreative Studio (for use in the Program or any program or use) the sole and exclusive worldwide ownership of all right, title and interest, (fully-paid, royalty-free, licensable and transferable (in whole or part) in and to this Content and all elements thereof and the fully-paid, royalty-free, licensable and transferable (in whole or part) worldwide license to all embedded third-party copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual and industrial property rights that You own or control, to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, edit, adapt, translate, create derivative works based upon, perform and otherwise exploit such Content, in whole or in part, in

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Kraken Kreative Studio's sole discretion, in all media formats and channels now known or hereafter devised (including, but not limited to, on websites, cable and broadcast television networks and stations, on broadband and wireless platforms, commercials, products and services, on physical media, and in theatrical release) for any and all purposes including, without limitation, entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to You or the foregoing third-party(ies), with or without attribution, and without the requirement of any permission from or payment to You or to any other person or entity.

D. ADDITIONAL USE OF THE CONTENT:

Your Content, once submitted to Kraken Kreative Studio, along with Your first name and last name may be (in addition to all other rights granted herein) posted on the Kraken Kreative Studio website, and also on pages of other social media sites, such as, without limitation, Facebook, YouTube, Instagram, TikTok, Twitter and may be used by other Kraken Kreative Studio, and/or its partners or affiliates, such as without limitation, all media known or unknown including websites, commercials, theatrical, television programs, and/or its licensees or assigns (collectively referred to as the "Sites" or "Kraken Kreative Studio"). Once Your submissions are posted on the Sites for public viewing, they may be shared by third party users of the Sites. Review Kraken Kreative Studio's [Privacy Policy](#) to understand how Kraken Kreative Studio collects and uses personally identifiable information.

E. NAME AND LIKENESS:

Without limiting the foregoing grant of rights, You understand and agree that Your grant also includes the right to use Your name, voice, likeness, biographical information, appearance and performance in and in connection with the Content or video and/or the Programs, as "Programs" is defined below (collectively, the "Personal Rights"). Your grant includes use of Your Personal Rights and any use Kraken Kreative Studio may make of the Content, including, without limitation, any use of the Content in and/or in connection with, and/or any other program(s), format(s), production(s), commercials, commercial tie-ins, product endorsements, licensing, product merchandising and/or merchandising of any kind, whether or not related to Kraken Kreative Studio and also includes, without limitation, the right to use the Content and the Personal Rights to publicize, advertise and promote any and all of the Programs and/or broadcaster's or other applicable exhibitor's or transmission entity's respective programs, products or services, including, inter alia, transmission by satellite and over the Internet (collectively

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the “Programs”) in any and all media, whether now known or hereafter devised, including, without limitation, all forms of home video (including, but not limited to, videocassettes, DVDs, VOD, digital recordings or transmission, etc.); theatrical motion pictures; compilations; printed media; the Internet, websites and any and all digitized versions (including, without limitation, any sponsored or commercial use in connection with online banner, “pre roll,” “post roll,” and/or targeted advertising, graphic overlays and watermarking (and any other modifications or edits to the Content itself) digital and electronic devices (including, but not limited to gaming devices such as entertainment stations and handheld devices, such as, Nintendo, Playstation, Xbox, Gameboy, DS, PSP, cell phones, tablets, etc.); outdoor spaces, public media, private media; all new media and future technologies and all forms of television, (e.g., free, pay, pay-per-view, cable, satellite, OTT or otherwise) throughout the universe in perpetuity and in any and all advertising, publicity and promotion relating to any of the foregoing (all of the foregoing, collectively, “Commercial Rights”). You also understand and agree that Kraken Kreative Studio may sell, assign or license the rights hereunder (in whole or in part) to any third party in its sole discretion and without providing any further consideration or notice to You.

F. YOUR PERSONAL USE:

Further to the foregoing, Kraken Kreative Studio grants to You a limited, non transferable, noncommercial, personal use license in the Content for the purpose of personal use, including using the Content in Your personal social networking account(s) online (which should be set to private). This personal use license permits Your use of the Content in connection with no more than one (1) account per social networking site. This license does not in any way permit You to license, sell, transfer, or otherwise commercialize or monetize the Content with any third-party, including without limitation exhibiting and/or distributing the Content except as described in this paragraph, and/or using the Content or any portion thereof as a submission to any third-party contests.

To the extent that Kraken Kreative Studio solicits Content through features or activities on or through the Services that require the use of its copyrighted works (in whole or in part), Kraken Kreative Studio hereby grants You a non-exclusive license to create a derivative work using Kraken Kreative Studio's its copyrighted works (in whole or in part) as required (but only as required, and only for the purpose of creating Your Content); provided however, that such license shall be conditioned upon Your assignment of all rights in the work You create to Kraken Kreative Studio. If such rights are not assigned to Kraken Kreative Studio, Your license to create derivative works using Kraken Kreative

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Studio's copyrighted works (in whole or in part) shall be null and void. You agree to the foregoing grant of rights, consents, agreements and assignments whether or not Your Content is used by Kraken Kreative Studio.

In the event that Kraken Kreative Studio offers downloads of software on the site and You download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to You by Kraken Kreative Studio or third-party licensors for Your limited, personal, noncommercial home use only. Kraken Kreative Studio does not transfer title to the Software to You. Except as permitted under applicable law, You may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble, adapt it, or otherwise reduce the Software to a human-readable form, except to the extent permitted by applicable law.

G. CONSIDERATION:

You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the generality of the foregoing, You acknowledge that such consideration includes, among other things, Your use of the Services and receipt of data, materials and information available at or through the Services, the possibility of Kraken Kreative Studio's use or display and/or distribution of Your Content and the possibility of the publicity and promotion from Kraken Kreative Studio's use or display and/or distribution of Your Content.

H. MORAL RIGHTS:

To the extent any "moral rights," "ancillary rights," or similar rights ("Moral Rights") in or to the Content exist and are not exclusively owned by Kraken Kreative Studio and to the extent You are able to do so under applicable law, You agree not to enforce any such rights as to Kraken Kreative Studio its licensees, distributors, agents, representatives and other authorized users, and You shall procure the same agreement not to enforce from any others who may possess such rights. To the extent such an agreement is unenforceable, You hereby give a Moral Rights Consent. To the extent any other person has Moral Rights in or to the Content, You must obtain a Moral Rights Consent from that person and provide it on request to Kraken Kreative Studio. "Moral Rights Consent" means a waiver of moral rights to the maximum extent permitted by applicable law and an unconditional consent to any act or omission in relation to the Content by or on behalf of Kraken Kreative Studio, or any licensee or subsequent owner of copyright in

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the Content, including an act or omission which would, but for these Terms of Use, infringe Your moral rights. Without limiting the scope of the license herein or any future grant of rights, consents, agreements, assignments, and waivers You may make with respect to the Content, and to the extent allowed by applicable law, You hereby ratify any prior grant of rights, consents, agreements, assignments and waivers made by You with respect to Content submitted by You to Kraken Kreative Studio. I. USE OF CONTENT: You agree that Kraken Kreative Studio and its respective parents, successors, Kraken Kreative Studio's and assigns, may make any changes, edits, commentary, or additions to the Content prepared by you with or without attribution to you. You acknowledge, consent, and accept the risk that, to the extent Kraken Kreative Studio uses the Content, that such use is expected to, and may, include (without limitation) a portrayal, commentary and/or other discussion of the Content, and any or all individuals appearing, or referenced to, in the Content. You acknowledge and agree that any of the foregoing may be favorable or unfavorable, and/or actual or fictional, and may or may not be derogatory, surprising, defamatory, disparaging and/or embarrassing to the Content and/or individuals appearing, or referenced to, in the Content, and/or could portray the Content and/or such individuals in a negative, unflattering or false light or otherwise subject any of the foregoing to embarrassment, ridicule, emotional distress, and/or damage to reputation. Without limiting any of the terms and conditions hereunder, or Kraken Kreative Studio's rights to exploit the Content in any manner contemplated herein, you acknowledge that it is familiar with Kraken Kreative Studio and any other productions, and the manner in which materials similar to the Content have previously been used in connection with the Production.

J. TIME LIMITATION ON CLAIMS:

You agree that any claim you may have arising out of or related to your use of the Services or relationship with Kraken Kreative Studio, must be filed within **six months** after such a claim arose; otherwise, Your claim is permanently barred.

K. ENTIRE AGREEMENT

These Terms of Use, together with the Kraken Kreative Studio's [Privacy Policy](#), which is incorporated herein by reference, are the entire and exclusive agreement between Kraken Kreative Studio and You regarding the Services, and these Terms supersede and replace any prior agreements between us regarding the Services. No person or company will be third party beneficiaries to the Terms of Use.

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Kraken Kreative Studio may revise these Terms of Use from time to time; the most current version will always be on the Kraken Kreative Studio website by continuing to access or use the Services after those revisions become effective, You agree to be bound by the revised Terms.

L. REPRESENTATIONS AND WARRANTIES:

- a. You warrant that You have not submitted or granted the rights to the Content to any third party, including without limitation, any television or media entity or to any website or internet provider, except by private transmission to Your family solely for their own private use and with no other rights granted to the Content.
- b. You further represent and warrant that: (1) a) You are the sole and exclusive owner of the Content that You upload or submit, b) You have the full right, power and authority to enter into this agreement and to grant all rights granted herein and c) You agree not take any action to impair the rights You are granting herein; (2) the making, exhibition, distribution and/or other exploitation of the Content in connection with any Program(s) does not violate or infringe the rights of others or constitute a defamation or invasion of their privacy or right of publicity; (3) have not falsely identified any individual involved in the shooting of the Content or any individual whose appearance or voice is incorporated in the Content; (4) You have obtained all necessary consents and permissions required for Kraken Kreative Studio to fully exploit the rights granted hereunder (excluding any music owned by any third parties, if any) and that all executed third party consents and/or releases which You provide contain true and accurate contact information for the signing party(ies) and have been actually signed by the legal owner of the rights being granted pursuant to such consents and/or releases and that anyone featured who is under 18 years old is either a member of Your immediate family under Your authority and/or their legal guardian has granted written consent (5) the Content and its use by Kraken Kreative Studio does not fall under the jurisdiction of any guild or union (for example, the DGA, SAG-AFTRA, the WGA, etc.) (6) The Content and Your addition thereof to the website, Services, or otherwise conforms to the requirements of these Terms of Use, (7) that all material, themes, compositions, works, writings, ideas, and all other matter created, written, composed, prepared, submitted and included in the Content or the preparation, production or editing shall be wholly original and shall not be copied in whole or in part from any other work, (8) that You have obtained permission and clearance from all persons whose names, likeness and voices appear within the Content including, but limited to, for use in all forms of

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advertising associated with the Content; that no part of the Content will violate the rights of privacy of or constitute libel or slander against any person, firm, or corporation, (9) that the Content will not infringe upon the copyright, literary, dramatic or photoplay rights of any person, firm or corporation, (10) that the Content is not subject to any claim, litigation and/or obligation which will or might prevent Content from fully keeping and performing all the covenants and conditions to be kept or performed by it hereunder, that it has not made and will not make any license, grant, or assignment or do or omit to do any act which will or might conflict with or impair the complete enjoyment of the rights and privileges granted to Kraken Kreative Studio hereunder.

- c. To the extent that any Content You add or upload through the Services contains original songs or recordings, You hereby represent that You are either a member of ASCAP, BMI, SESAC or other applicable mechanical performing rights and/or copyright owners society and that You have the right to license to Kraken Kreative Studio at no cost, all musical compositions (including lyrics) and the sound recordings, or that otherwise the sound recordings contained in such Content are available for licensing to Kraken Kreative Studio (and its subsidiaries, affiliates, licensees, distributors, agents, representatives and other authorized users) directly from such societies, or that You otherwise may grant Kraken Kreative Studio all such rights. Notwithstanding the foregoing, regardless of whether You are a member of any rights society, You grant the foregoing license and rights with respect to each and every musical composition in which You have the authority or right to grant such rights (including lyrics) and sound recordings contained in such Content. In the event You cannot grant such rights to the sound recordings You agree that Kraken Kreative Studio may remove the Content or alter the Content to remove and/or replace the sound recordings at Kraken Kreative Studio's sole election.

M. INDEMNIFICATIONS:

You hereby agree to indemnify, defend and hold Kraken Kreative Studio, and its affiliates, licensees, grantees, successors and assignees, including but not limited to, programs, broadcasters, and the respective officers, directors, employees and representatives of each of the foregoing entities, companies, and organizations and any and all other related person(s) or entity(ies), harmless against any and all losses, claims, debts, demands, liabilities, attorneys' fees and expenses, and all other damages or costs arising from or related to: a) any breach of the representations or warranties made herein or the falsity of any of such representations or warranties, including,

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without limitation, any and all claims by third parties that their signature(s) has or have been forged or otherwise obtained by any improper means, and b) the use by grantees of any of the rights and permissions You have granted herein, and c); and any act or omission by You in connection with Your submissions or application for or an appearance in the Program.

If You have created an account with Kraken Kreative Studio or otherwise use the Services, You are responsible for maintaining the confidentiality of Your username(s), password(s), and Your account(s), as well as all activities that occur under Your account(s). You hereby agree to indemnify, defend, and hold Kraken Kreative Studio, its group undertakings, and its group undertakings licensors, licensees, distributors, agents, partners, representatives and other authorized users, and each of the foregoing entities respective resellers, distributors, service providers and suppliers, and all of the foregoing entities respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by You of these Terms of Use or claims arising from Your use of the Services and/or Your account(s). You shall use Your best efforts to cooperate with Kraken Kreative Studio in the defense of any claim. Kraken Kreative Studio reserves the right, at its own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by You.

N. DISCLAIMERS:

Kraken Kreative Studio cannot and does not assume any liability from user Content posted to the site and/or affiliated sites. Use of the Kraken Kreative Studio website and the Services it provides are at Your sole risk.

Kraken Kreative Studio cannot and will not guarantee up-time, accuracy of content, or future features, although Kraken Kreative Studio will strive to meet its own exacting standards and will encourage the community to be self-policing. The Services are in continuing revision and improvement, so bugs and errors should be expected occasionally. Downloading any content from the site will be done at Your own risk and Kraken Kreative Studio is not responsible for any harm that may be done to Your computer. Special needs users should consult their physician before using the site. Kraken Kreative Studio is not responsible for any defamatory, unlawful, pornographic, or otherwise offensive or infringing material that You may find while navigating the Kraken

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Kreative Studio website and affiliates. Kraken Kreative Studio is not required to screen any Content on the Kraken Kreative Studio website but reserve the right to remove or edit any Content without prior notification at any time. Kraken Kreative Studio encourages You to report infractions or infringing content to kraken@krakenkreativestudio Kraken Kreative Studio is not responsible for any loss of data from failure of Kraken Kreative Studio's computer systems, storage systems or for any other reason. Members should create back-up copies of their information and submissions in case any Kraken Kreative Studio data is lost or removed at any time.

SUBJECT TO APPLICABLE LAW, THE CONTENT ON OR OTHERWISE RELATED IN ANY WAY TO THE SITE, THE SERVICES, Kraken Kreative Studio AND/OR Kraken Kreative Studio SITES OR ANY THIRD PARTY SITES OR SERVICES LINKED TO OR FROM THE SITE IS PROVIDED "AS IS" AND WITHOUT CONDITIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, Kraken Kreative Studio, DISCLAIM ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, SUBJECT TO APPLICABLE LAW, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY AND NON INFRINGEMENT. Kraken Kreative Studio DOES NOT WARRANT THAT ANY CONTENT WILL BE ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY Kraken Kreative Studio SERVICES, INCLUDING INTER ALIA, THE SITE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, NOR FREE OF NEGLIGENCE. MOREOVER, SUBJECT TO APPLICABLE LAW, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. Kraken Kreative Studio DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST Kraken Kreative Studio WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE TO THIRD PARTY SITES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION), TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. PLEASE NOTE, HOWEVER, THAT THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER, IN PARTICULAR THE LEGAL WARRANTY FOR LATENT DEFECTS FOR USERS WHO ACCESS THE SITE IN CERTAIN JURISDICTIONS.

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Reliance on any information appearing on a Kraken Kreative Studio website or Services is strictly at Your own risk.

O. LIMITATION OF LIABILITY:

SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL Kraken Kreative Studio, ITS GROUP UNDERTAKINGS, ITS GROUP UNDERTAKINGS' PARTNERS, LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THE SERVICES, THE SITE OR CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF Kraken Kreative Studio HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL Kraken Kreative Studio's TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE SERVICES. MOREOVER, SUBJECT TO APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL Kraken Kreative Studio, ITS LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND Kraken Kreative Studio's REASONABLE CONTROL.

SUBJECT TO APPLICABLE LAW, Kraken Kreative Studio MAY TERMINATE YOUR FURTHER ACCESS TO THE SERVICES OR CHANGE THE SERVICES OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON WITHOUT LIABILITY.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

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WITH RESPECT TO USERS WHO ACCESS THE SITE IN CERTAIN JURISDICTIONS, THIS SECTION DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER UNDER APPLICABLE LAW.

P. IMPERMISSIBLE CONDUCT:

Kraken Kreative Studio reserves the right at all times, in its sole discretion, to remove or refuse to distribute any Content on the Services and to terminate user profiles. Kraken Kreative Studio also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to comply with any applicable law, regulation, legal process or government request; enforce the Terms, including investigation of potential violations hereof; detect, prevent, or otherwise address fraud, security or technical issues; respond to user support requests; and/or protect the rights, property or safety of Kraken Kreative Studio, its Users and the public.

The following is a list of actions that Users are prohibited from doing in conjunction with the Users' access or use of the Services:

Users shall not:

1. Post, submit or upload content (including, but not limited to, words, photos, and video clips) that contains the following:
 - Defamatory, illegal or encouraging of illegal activities or the discussion of illegal activities, pornographic, violent, obscene, abusive material or material that Kraken Kreative Studio finds objectionable due to any potential perceived liability;
 - Trademark, copyright, or other intellectual property or identity rights infringements;
 - Commercial solicitation
2. access, tamper with, or use non-public areas of the Services, Kraken Kreative Studio's computer systems, or the technical delivery systems of Kraken Kreative Studio's providers;
3. access or search or attempt to access or search the Services by any means other than through Kraken Kreative Studio's currently available, published interfaces that are provided by Kraken Kreative Studio, unless the user has been specifically allowed to do so in a separate agreement with Kraken Kreative Studio;
4. probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;

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5. impersonate another person or falsely state or otherwise misrepresent your affiliation or employment with a person or entity, or adopt a false identity if the purposes of doing so is to mislead, deceive, or defraud another;
6. post, submit or upload unauthorized commercial communications (such as spam);
7. collect Users' content or information, or otherwise access the Services, using automated means (such as harvesting bots, robots, spiders, or scrapers) without Kraken Kreative Studio's prior written permission;
8. upload viruses or other malicious code, or use the Services to do anything unlawful, misleading, malicious, or discriminatory;
9. solicit login information or access an account belonging to someone else;
10. bully, intimidate, or harass any User;
11. post content that is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;
12. display or produce any User Content that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, and laws governing trade secrets, rights to publicity or privacy;
13. forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source identifying information; or
14. interfere with, or disrupt, or attempt to interfere with or disrupt, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of User Content in such a manner as to interfere with or create an undue burden on the Services.

Q. ADVERTISING:

Kraken Kreative Studio may offer advertisements and promotions on the Services or website. Interacting with these advertisers will be solely Your responsibility.

R. UNSOLICITED CONTENT:

There are two types of Content: Solicited Content and Unsolicited Content. "Solicited Content" means Content (a) that Kraken Kreative Studio expressly requests or enables You to provide via any feature or activity on the site for Kraken Kreative Studio's review or display and/or distribution and possible specifically defined consideration or

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compensation explicitly offered by Kraken Kreative Studio (collectively, “Consideration”) (such as the chance to have Your Content featured on Funny Videos or any other program(s)); or (b) that You add to the site for which You do not seek Consideration. “Unsolicited Content” is any and all Content that does not fall within subparagraphs (a) or (b) of this paragraph.

Kraken Kreative Studio does not allow, accept or consider Unsolicited Content. You agree that any Content You add is not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between You and Kraken Kreative Studio in any way, and that You have no expectation of any review, compensation or consideration of any type (other than any stated Consideration). Except as expressly stated in these Terms of Use, the provisions of these Terms of Use apply equally to Unsolicited Content and Solicited Content. Accordingly, Kraken Kreative Studio, its affiliates, licensees, distributors, agents, representatives and other authorized users shall be entitled to exploit and disclose all Content for all purposes as set forth herein, and Kraken Kreative Studio shall not be liable to You or to any person claiming through You for any exploitation or disclosure of any Content.

S. JURISDICTIONAL AND VENUE ISSUES; GOVERNING LAW:

Subject to the requirements of applicable consumer rights and other laws, You agree that any action at law or in equity arising out of or relating to these Terms of Use or the Services except for certain types of disputes described in the arbitration section, shall be filed, and that venue properly lies, only in state or federal courts located in Los Angeles, California, United States of America, and You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. Kraken Kreative Studio makes no representation that Content on the site or through the Services is appropriate or available for use in any particular location. Those who choose to access the site do so on their own initiative and are responsible for compliance with all applicable laws, including any applicable local laws.

Subject to the requirements of applicable consumer rights and other laws, these Terms of Use shall be governed by and construed in accordance with the laws of the State of California and the laws of the United States, without giving effect to any principles of conflicts of law. If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

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These Terms of Use take effect as an agreement and separately as a notice, which limits the basis on which Kraken Kreative Studio makes the Services available. No waiver of any provision of these Terms of Use by Kraken Kreative Studio shall be deemed a further or continuing waiver of such provision or any other provision, and Kraken Kreative Studio's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. In these Terms of Use, the word "including" is used illustratively, as if followed by the words but not limited to." TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY Kraken Kreative Studio WORLDWIDE MEDIA OR THE SERVICES MUST COMMENCE WITHIN SIX (6) MONTHS (OR THE MINIMUM APPLICABLE STATUTORY PERIOD, IF LONGER) AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

T. AMENDMENT:

Subject to applicable law, at any time, Kraken Kreative Studio may amend these Terms of Use (including by modification, deletion and/or addition of any portion thereof). By using the Website, you are agreeing to our Terms of Use and to the terms of our [Privacy Policy](#) as set forth herein. We reserve the right to make changes to our Terms of Use and our [Privacy Policy](#) at any time. It is your responsibility to periodically review the Terms of Use and [Privacy Policy](#) and be aware of our current terms, Kraken Kreative Studio's rights and your responsibilities and duties in connection with protecting any information you wish to keep private or confidential. Unless otherwise specified, any changes shall be effective when they are posted, and your continued use of the Website following the posting of changes will mean that you accept and agree to the changes.

U. TERMINATION:

These Terms of Use are effective until terminated by Kraken Kreative Studio. You may terminate these Terms of Use at any time by discontinuing use of the Services and/or deleting Your account, however such termination in no way affects any rights granted to Kraken Kreative Studio relating to Content that You may have submitted prior to termination, all of which shall remain in full force and effect and shall be governed by these Terms of Use. Kraken Kreative Studio may immediately terminate these Terms of Use with respect to You (including Your access to the Services) in Kraken Kreative Studio's absolute discretion including, without limitation, if You breach or fail to comply with any material term or provision of these Terms of Use. Upon termination, You must

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cease use of the Services and destroy all materials obtained from such use and all copies thereof, whether made under these Terms of Use or otherwise. Kraken Kreative Studio has adopted and implemented a policy that provides for the termination, in appropriate circumstances, of the accounts of users who are infringers of copyright. Any fraudulent, abusive or otherwise illegal activity may also be grounds for termination of Your account, at Kraken Kreative Studio's sole discretion, and You may be reported to appropriate law-enforcement agencies.

V. RELATIONSHIP OF THE PARTIES:

If You are a director, officer or employee of Kraken Kreative Studio, or their respective parent, subsidiary or affiliated companies or an immediate family member residing in the same household of any of the preceding persons, You must disclose this relationship when You establish Your account, upload Your Content or otherwise use the Services.

You hereby appoint Kraken Kreative Studio as Your agent with full power to enter into and execute any document and/or do any act which might be necessary to confirm the grant of rights, consents, agreements, assignments and waivers set forth in these Terms of Use. You agree that any submissions You make are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between You and Kraken Kreative Studio in any way.

W. TRADEMARKS & COPYRIGHT:

Kraken Kreative Studio is a trademark of Kraken Kreative Studio. The Kraken Kreative Studio website and its aggregate content, including all logos, look and feel, headers, images, content, language, and proprietary data and software are ©2020 Copyright Weeks World LLC, dba Kraken Kreative Studio. All rights reserved.

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Kraken Kreative Studio may change the Services or delete content or features at any time, in any way, for any reason. Except as Kraken Kreative Studio specifically agrees

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in writing, or as stated otherwise herein, no content from the site may be used, reproduced, transmitted, distributed or otherwise exploited in any way or on any other site, nor as part of a derivative work, except, that where the site is configured to enable the download of particular content, You may download one copy of such content to a single computer for Your personal, noncommercial home use only, provided that You (a) keep intact all copyright and other proprietary notices, (b) make no modifications to, and do not rent, lease, loan, sell, distribute, copy (except to create a single copy for Your own backup purposes), or create any derivative works based on the site or the content, in whole or in part, and (c) do not use the content in an unlawful manner or in a manner that suggests an association with any of Kraken Kreative Studio's or their partners or affiliates products, services or brands. Any business use, re-mailing or high-volume or automated use of the site is prohibited.

You acknowledge and agree that nothing in these Terms of Use shall have the effect of transferring the ownership of any copyrights, trademarks, slogans, service marks, trade names, trade dress or other proprietary rights in the Services or content or any part thereof to You or any third party, nor to authorize You to create derivative works based on the Content unless otherwise specifically authorized herein.

X. CLAIMS OF COPYRIGHT INFRINGEMENT:

If you believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the "Take Down" Provision of the Digital Millennium Copyright Act ("DMCA") by providing Kraken Kreative Studio at KRAKEN@KRAKENKREATIVESTUDIO.COM with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail): * A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; * Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; * Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or the access to which is to be disabled, and information reasonably sufficient to permit Kraken Kreative Studio to locate the material; * Information reasonably sufficient to permit Kraken Kreative Studio to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; * A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and * A statement that the information in

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the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Kraken Kreative Studio may at Kraken Kreative Studio's election give You notice that Kraken Kreative Studio has removed or disabled access to certain material by means of a general notice on the site, electronic mail to a user's email address in Kraken Kreative Studio's records. If You receive such a notice, You may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter notification must be a written communication that includes the following:

* Your physical or electronic signature; * Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled; * A statement from You under the penalty of perjury that You have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and * Your name, physical address and telephone number, and a statement that You consent to the jurisdiction of a court for the judicial district in which Your physical address is located, or if Your physical address is outside of the United States, for any judicial district in which Kraken Kreative Studio may be found, and that You will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.

Y. CONSENT AND CHANGES TO THESE TERMS:

By using the Kraken Kreative Studio Services, you are agreeing to our Terms of Use and to the terms of our [Privacy Policy](#) as set forth herein. We reserve the right to make changes to our Terms of Use and our [Privacy Policy](#) at any time. It is your responsibility to periodically review the Terms of Use and [Privacy Policy](#) and be aware of our current terms, Kraken Kreative Studio's rights and your responsibilities and duties in connection with protecting any information you wish to keep private or confidential. Unless otherwise specified, any changes shall be effective when they are posted, and your continued use of the Website following the posting of changes will mean that you accept and agree to the changes.

AA. ARBITRATION; NO CLASS ACTIONS

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Except if you opt-out or for disputes relating to: (1) Your or Kraken Kreative Studio's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents); or (2) violations of provisions 6, 8, or 14 of the "Impermissible Conduct," clause above, you agree that all disputes between you and Kraken Kreative Studio (whether or not such dispute involves a third party) with regard to your relationship with Kraken Kreative Studio, including without limitation disputes related to these Terms of Use, your use of the Services, and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration under the American Arbitration Association's rules for arbitration of consumer-related disputes and you and Kraken Kreative Studio hereby expressly waive trial by jury. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules. You may bring claims only on your own behalf. Neither you nor Kraken Kreative Studio will participate in a class action or class-wide arbitration for any claims covered by this agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Kraken Kreative Studio is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either Kraken Kreative Studio or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use.

You may opt out of this agreement to arbitrate. If you do so properly, neither you nor Kraken Kreative Studio can require the other to participate in an arbitration proceeding. To opt out, you must notify Kraken Kreative Studio in writing within 30 days of the date that you first became subject to this arbitration provision. You must email to opt out: KRAKEN@KRAKENKREATIVESTUDIO.COM

You must include your name and residence address, the email address and username you use for your Kraken Kreative Studio website account, and a clear statement that you want to opt out of this arbitration agreement.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with Kraken Kreative Studio.

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BB. EXCLUSIVE RELEASE AND GRANT OF RIGHTS

Without in anyway limiting the foregoing or without limiting anything contained herein, the person who owns the Content, further agrees to the following:

(THE CONTENT OWNER MUST BE AT LEAST 18 YEARS OF AGE)

In consideration of one or more of the following, such as the time and resources that Kraken Kreative Studio expends in evaluating the Content that You submitted to Kraken Kreative Studio, which is owned by You and/or in which You appear for possible inclusion in Kraken Kreative Studio use, for Your desire to gain exposure for Yourself and/or the Content” and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You irrevocably grant to Kraken Kreative Studio sole and exclusive ownership of all right, title and interest in and to the Content, (excluding any music owned by third parties, if any) regardless of the medium or method that You used to submit the Content to Kraken Kreative Studio, or the medium or method by which the recording was made.

Without limiting the foregoing grant of rights, You understand and agree that Your grant to Kraken Kreative Studio specifically includes the exclusive right, license and permission to freely utilize and exploit the Content and/or any portion(s) thereof in any manner whatsoever. In addition, You grant Kraken Kreative Studio the right to use Your name, voice, likeness, biographical information, appearance and performance in and in connection with the Content and/or the Programs, as “Programs” is defined below (collectively, the “Personal Rights”). Your grant to Kraken Kreative Studio includes use of Your Personal Rights and any use Kraken Kreative Studio may make of the Content, including, without limitation, any use of the Content in and/or in connection with any version of programming, and/or any other program(s), format(s), production(s), compilation(s), service(s), licensing, and/or exploited as an individual clip or part of a larger compilation of clips or portions or elements thereof, commercials, commercial tie-ins, product endorsements, product merchandising and/or merchandising of any kind, whether or not related to Kraken Kreative Studio, and also includes, without limitation, the right to use the Content and the Personal Rights to publicize, advertise and promote the Content and/or any and all of the Programs and/or broadcaster’s or other applicable exhibitor’s or transmission entity’s respective programs, products or services, including transmission by satellite and over the Internet (collectively the “Programs”) in any and all media, whether now known or hereafter devised, including, without limitation, all forms of home video (including, but not limited to, videocassettes, DVDs, digital recordings or transmission, etc.); theatrical motion pictures; compilations;

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printed media; the Internet, websites and any and all digitized versions (including, without limitation, any sponsored or commercial use in connection with online banner, “preroll,” “postroll,” and/or targeted advertising, graphic overlays and watermarking (and any other modifications or edits to the Content itself) digital and electronic devices (including, but not limited to gaming devices such as entertainment stations and handheld devices, such as, Nintendo, Playstation, Xbox, Gameboy, DS, PSP, and cell phones, tablets, etc.); all new media and future technologies and all forms of television, (e.g., free, pay, pay-per-view, cable, satellite or otherwise) throughout the universe in perpetuity and in any and all advertising, publicity and promotion relating to any of the foregoing (all of the foregoing, collectively, “Commercial Rights”), all at Kraken Kreative Studio’s sole unlimited discretion. You also understand and agree that Kraken Kreative Studio may sell, assign or license the rights hereunder (in whole or in part) to any third party in its sole discretion and without providing any further consideration to You.

You are aware and acknowledge that new or changed rights and technologies, uses, media, modes of transmission, distribution, dissemination, exhibition or performance are being developed and will continue to be developed, discovered or recognized in the future, which may offer or create new rights and opportunities to exploit the Content and the Personal Rights (the “New Exploitation Rights”). You hereby grant and convey to Kraken Kreative Studio without reservation, any and all New Exploitations Rights in and to the Content and to the Personal Rights, regardless of whether or not You are currently aware of or can foresee such uses.

You understand that Kraken Kreative Studio has not promised or given any assurances that You will receive any compensation or as to whether or not the Content or any portion thereof, is or will be included in any Program(s) or otherwise utilized, or that any portion of the Personal and/or Commercial Rights are or will be in any way exploited. You also understand and accept that the Terms may be updated or changed from time to time at the sole discretion of Kraken Kreative Studio and it is your responsibility to periodically review the Terms of Use and Privacy Policy to be aware of the current terms. Further, You agree that the Content may be cut, edited, modified, added to, subtracted from, arranged, rearranged, shortened and revised for any reason and in any manner which Kraken Kreative Studio may in its sole absolute discretion determine, including without limitation, for reasons including for content, presentation and time, and to the extent decided by Kraken Kreative Studio in its sole discretion, if at all, Kraken Kreative Studio may also add or modify the sound effects, music, voices, including host voiceovers and/or other elements of the Content, and they may use, adapt and modify the Content and/or the use of the Personal Rights or any portion or element of the

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foregoing and combine it with other materials in any Program(s) or otherwise at their discretion. You hereby expressly waive on Your behalf, and on behalf of Your heirs, executors, administrators and assigns, any so-called “moral rights,” “droit moral” and any similar rights, laws and legal principles that may now or hereafter be recognized.

You hereby release, discharge and hold harmless Kraken Kreative Studio , its subsidiaries, affiliates, employees, officers, principals and directors licensees, grantees, successors and assignees, including but not limited to, each of their respective parent, subsidiary and affiliated entities, and the respective officers, directors, employees and representatives of any of the foregoing (collectively “Releasees”) from and against any and all claims, whether at law or in equity, that You may have at any time (whether or not You are aware of any such claims), including, without limitation, claims for breach of contract, infliction of emotional distress, defamation, false light, common law or statutory misappropriation, invasion or other violations of any actual or purported right of privacy and/or publicity, and claims under equivalent federal or state laws arising from Your submission of the Content to Kraken Kreative Studio and the exploitation of any or all of the rights granted to Kraken Kreative Studio hereunder, including, without limitation, the rights to the Content, the Commercial Rights and the Personal Rights (collectively, the “Released Claims”). The Released Claims shall include, without limitation, any claim relating to, arising from or in connection with: (i) any use, exploitation or exercise of any right(s) granted hereunder (ii) the public dissemination and/or distribution of the Content including, without limitation, any claim resulting from the piracy or other unauthorized distribution, duplication and/or display of the Content by third parties; (iii) the loss of the Content and/or the failure of the Content to be properly or timely displayed to the public for any reason including, without limitation, whether as a result of technical difficulties, equipment failure, inadequate capacity, system overload, excess traffic, human error, malicious actions or for any other reason whatsoever (iv) the negotiation or execution of this agreement, including but not limited to, any claims based upon allegations of duress, undue influence or the like.

You understand and agree that all rights You may have under Section 1542 of the California Civil Code and any similar law of any state or U.S. territory, any similar federal law, or any similar common law or principle of similar effect, are hereby expressly waived. You acknowledge and understand that said section reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

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You acknowledge that You may hereafter discover claims in addition to the ones released in this agreement, and You hereby expressly release Kraken Kreative Studio from any such unknown and/or unsuspected claims.

You understand that nothing shall require Kraken Kreative Studio to include You , anyone affiliated with You or the Content in any Program or to broadcast or otherwise exhibit the Program(s) in any media and that all such matters are within Kraken Kreative Studio's sole discretion. You acknowledge that, in the event of a breach of this agreement by Kraken Kreative Studio or any third party, the damage, if any, caused to You thereby will not be irreparable or otherwise sufficient to entitle You to seek or obtain injunctive or other equitable relief. You acknowledge that Your rights and remedies in any such event will be strictly limited to the right, if any, to recover damages in an action at law, and You will not have the right to enjoin the production, exhibition, distribution or any other exploitation of the Programs, the Content or any allied rights granted herein with respect thereto, nor to revoke or otherwise impair any of the rights granted to Kraken Kreative Studio herein.

(i) You affirm that You have never submitted nor granted any right to the Content to any other television or media entity, any website or internet service or operator/provider or to any third party, except, that to the extent You have submitted the Content to a third party, You will provide Kraken Kreative Studio with detailed information in a separate document.

You represent and agree that from the date of Your submission of the Content to Kraken Kreative Studio, You have not, and shall not ever submit, or attempt to grant any rights in or to the Content, to any other party including without limitation, any television or media entity or to any website or internet provider, except by private transmission to Your family solely for their own private use and with no other rights granted to the Content. Except as set forth above, You have not submitted the Content to third parties or granted rights to the Content to third parties and You will use Your best efforts to remove the Content (and revoke or rescind any rights to the Content previously granted) from any other website or television program or any other media outlet or where You are aware that the Content is posted. You have not and agree not to take any action that will impair the rights granted to Kraken Kreative Studio.

You represent and warrant that You have not violated and will not violate any provisions of Section 507 of the Federal Communications Act which makes the

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acceptance of payment of money or other consideration for the inclusion of matter in a program a criminal offense in violation of Section 507.

You represent and warrant that:

(1) a) You are the sole and exclusive owner of the Content because (i) You shot the Content or (ii) You are the submitter of the Content and the shooter of the Content has transferred all copyright in the Content to You.

b) You have the full right and authority to enter into this agreement and to grant all rights granted herein and

c) You have not granted any third parties any rights to the Content except as specifically disclosed in writing in this Release and You agree that You will not take any action to impair the rights You are granting hereunder;

(2) the making, exhibition, distribution and/or other exploitation of the Content in connection with any Program(s) does not violate or infringe the rights of others or constitute a defamation or invasion of Your or their privacy or right of publicity;

(3) You have not falsely identified any individual involved in the shooting of the Content or any individual whose appearance or voice is incorporated in the Content;

(4) You have obtained all necessary consents and permissions required for Kraken Kreative Studio to exploit the rights granted to it hereunder including, inter alia, any and all intellectual property rights of third parties, all personal appearance/ privacy consents and or releases of anyone identifiable in the Content, all location rights and/or releases, and any other rights and/or releases necessary for Kraken Kreative Studio to fully exploit the rights granted hereunder and that all executed third party consents and/or releases which You provide to Kraken Kreative Studio contain true and accurate contact information for the signing party(ies) and have been actually signed by the legal owner of the rights being granted hereunder pursuant to such consents and/or releases and

(5) the Content and its use by Kraken Kreative Studio does not fall under the jurisdiction of any guild or union (for example, the DGA, SAG-AFTRA, the WGA, etc.). You hereby agree to indemnify, defend and hold Kraken Kreative Studio and its subsidiaries, affiliates, licensees, grantees, successors and assignees, the Program(s) broadcasters, their respective parent, subsidiary and affiliated entities and the respective officers, directors, employees and representatives of each of the foregoing entities, companies,

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and organizations and any and all other related person(s) or entity(ies), harmless against any and all losses, claims, debts, demands, liabilities, attorneys' fees and expenses, and all other damages or costs arising from or related to: a) any breach of the representations or warranties made herein or the falsity of any of such representations or warranties, including, without limitation, any and all claims by third parties that their signature(s) has or have been forged or otherwise obtained by any improper means, and b) the use by Releases of any of the rights and permissions You have granted herein, and c); and any act or omission by You in connection with Your submissions or application for or an appearance in the Program.

You understand and agree that Kraken Kreative Studio may assign its rights hereunder in whole or in part to any person, firm or corporation, and such rights may be assigned again by any assignee thereof. You understand and agree that You may not grant or purport to grant to any third party the rights granted to Kraken Kreative Studio under this Release. This Release will be governed by and construed under and in accordance with the laws of the State of California. Except for certain types of disputes described in the arbitration section of the Terms of Use, You hereby consent and agree to the exclusive jurisdiction of the federal and state courts of the State of California located in the County of Los Angeles, in connection with any lawsuit, action or proceeding arising out of or related to this agreement, the use of the Content, and/or to any rights granted hereunder

You agree to execute any additional documents which Kraken Kreative Studio may from time to time submit to You to evidence, establish, maintain, protect, enforce or defend Kraken Kreative Studio's exercise and full exploitation of any of the rights You have granted herein including without limitation, all right, title and interest in and to the Content or any portion or element thereof. If You fail to execute and deliver such documents, IT NO WAY INVALIDATES THE RIGHTS GRANTED HEREIN and further, You hereby appoint Kraken Kreative Studio as Your attorney-in-fact, with full right of substitution and delegation, to execute any such documents in Your name and on Your behalf to effectuate the purpose of this agreement, such power being irrevocable and coupled with an interest.

This agreement constitutes the entire understanding between You and Kraken Kreative Studio, and supersedes all prior negotiations, understandings and agreements, whether written or oral, pertaining hereto and cannot be modified except in a written document signed by Kraken Kreative Studio and You. Any waiver of any term of this agreement in a particular instance shall not be a waiver of such term for the future. If any provision, term or condition of this agreement is held invalid or otherwise unenforceable, the

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validity and enforceability of the remaining provisions, terms and conditions shall not be impaired thereby. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively.

You declare under penalty of perjury under the laws of the State of California and of the United States that all statements made by You in this agreement are true and correct, that the name below is Your legal name, and that the signature below is Your legal signature.

You understand and are bound by all terms contained in this agreement. Further, You understand that neither Kraken Kreative Studio would further evaluate the Content without this agreement and that should Kraken Kreative Studio include the Content or any portion thereof in any Program(s) or exercise any other rights granted hereunder, it will be doing so in reliance on this agreement.

IF YOU, THE OWNER OF THE CONTENT, ARE BETWEEN 13 AND 18 YEARS OF AGE, YOU MUST HAVE YOUR LEGAL GUARDIAN READ AND AGREE TO THE FOLLOWING:

I, the parent or legal guardian (referred to as "I" or "Guardian") represent and warrant that I am either: (i) the parent (with sole or shared custody, as applicable) or (ii) the legal guardian of the minor child (the "Minor") (who is a User of the Services) and that I have the legal capacity to enter into irrevocable, binding agreements on behalf of the Minor. , I, both individually and on behalf of the Minor and as the Minor's parent or legal guardian, agree to be bound by all of the provisions of this agreement. As a material part of the consideration inducing Kraken Kreative Studio to enter into the foregoing agreement with the Minor for use of the Content and the possible benefits arising therefrom, I hereby: ratify and approve each and all of the terms, conditions, rights, indemnities, releases and obligations contained in the agreement; agree to attempt to secure and to do nothing directly or indirectly to hinder or prevent the full performance thereof by the Minor; consent to the use of Minor's name, likeness, and voice as provided in the agreement, in and in connection with the production, distribution, exhibition, exploitation and promotion of the Program; and irrevocably guarantee and warrant that Minor will not disaffirm or disavow the agreement on the grounds that Minor is a minor at the date of the execution thereof, or on any other similar grounds.

This guarantee shall be applicable as well to any modification, amendment, extension, renewal or substitution of the agreement, and to the agreement as modified by any waiver. If Kraken Kreative Studio elects to seek Court approval of this agreement, I, in

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consideration of the execution of the agreement by Kraken Kreative Studio, further agree to cooperate with Kraken Kreative Studio to secure the approval, by a Court of competent jurisdiction, of the agreement. I agree to indemnify and hold the Releases (as defined in the agreement) harmless from and against any and all claims, liabilities, costs or expenses, including reasonable attorneys' fees which may arise from the breach or alleged breach by Minor or Guardian of the foregoing.

THE PARENT OR LEGAL GUARDIAN OF THE MINOR SUBMITTING THE CONTENT HAS READ AND AGREES TO THE FOREGOING.

While You may be requested to complete additional documents in connection herewith, any failure to complete such documents as so requested by Kraken Kreative Studio or its associates in no way limits, voids, relinquishes, modifies, or diminishes the rights herein granted.

THIS IS A LEGAL DOCUMENT. YOU AGREE THAT, SUBJECT TO THE TERMS HEREIN, YOU ARE EXCLUSIVELY TRANSFERRING ALL YOUR RIGHTS IN THE SUBMITTED CONTENT TO Weeks World LLC, dba Kraken Kreative Studio, ITS PARENTS, AFFILIATES AND/OR ASSIGNS, IN PERPETUITY, IN ALL MEDIA, THROUGHOUT THE UNIVERSE.

