

Terms of Use

These Terms of Use (the "**Terms**") govern your use of all Web sites or mobile Web sites owned or operated by Relativity Education, LLC ("**Company**," "**us**," "**we**"), including the Web site currently located at www.relativityschool.org (the "**Site**"), and any applications, interactive features, Communities (as defined below), widgets and resources that may be offered by Company through traditional Internet Web sites, mobile devices or other platforms or services (all of which, together with the Site, may sometimes be collectively referred to as the "**Properties**" and each individually as a "**Property**"). Please read these Terms carefully. By using the Site or any other Property, you are stating that you have read and understand, and agree to be bound by, these Terms. If you do not agree to these Terms, you may not use the Properties. Company owns and operates the Relativity School of Film, Media & Performing Arts (the "**School**").

1. Eligibility

The Properties are not intended for users under 13 years of age, and you must be at least 13 years old to use the Properties. Accordingly, you represent and warrant that you are either the applicable age of majority, or if you are younger, that you are at least 13 and are accessing the Properties with the knowledge and consent of your parent or legal guardian, who will also be deemed to have agreed to these Terms. In the event that we accept children under 13 years of age to enroll in the School or to participate in other activities on the Properties, they will only be permitted to do so with the knowledge and consent of their parents or legal guardians. Some content shown on the Properties may include mature themes not intended for minors.

2. Additional Terms

Some features and/or services available on the Properties (e.g., online courses, ecommerce, Promotions (as defined below), and the like) may have or be subject to additional rules, terms or conditions ("**Additional Terms**"). Where Additional Terms apply to a specific feature or service made available on a Property, we will make them available for you to read through your use of that Property. By using such features and/or services of the Property, you agree to the applicable Additional Terms.

3. Password and Account Security

As part of the registration and/or enrollment process, you may be asked to choose a user name (a "**User ID**") and password. It is your responsibility to ensure the confidentiality of your User ID and password. You agree not to register or enroll under the name of any other person, and you agree to not provide us with any false personal information. Because your User ID may be displayed on the Site or any other Property (for example, on a message board if you post a message), we reserve the right to reject your User ID if it is deemed, in our sole and absolute discretion, to be offensive. You will be responsible for all use of your password (including, without limitation, any use by any unauthorized third party) and for all activities that occur under your account. For security purposes, we recommend you change your password often. Under no circumstance should you respond to a request for your password. Our employees will never ask for your password. You must notify us immediately if you receive such a request or if you believe your password may be used by any unauthorized person or entity. If any Property or feature and/or service of any Property requires you to enter a password, we reserve the right to suspend or terminate your use of the Properties, in whole or in part, if we believe that your password is being used without permission or otherwise in a manner that may disrupt any aspect of the Properties.

4. **Personal Information**

Company may collect certain personal information about you. The type of information we collect and how we collect, use and disclose such information is described in our [Privacy Policy](#), which is incorporated into these Terms. Your decision to provide that information is purely voluntary and optional. If you elect not to provide that information, however, you may not be able to access or use certain areas, features, content or other aspects of the Properties. If you elect to provide that information, you agree to provide information that is true and accurate, and update such information if it changes.

You understand and agree that when you share your information with a third party (whether through the Properties or otherwise) or interact with our Properties through any third party Web site or service such third party (and not Company) is responsible for protecting your privacy and complying with any applicable privacy laws, rules and regulations.

Please be extremely careful as to the personal information and “User Content” (defined below) that you publicly post on the Properties or provide to other users. You should not post any information that can be used to identify and contact you offline, including, without limitation, your real age, full name, telephone numbers, street addresses, email address, school name, and any other personal information that could be used to identify and contact you offline.

5. **Use of the Properties**

You are responsible for your use of any Property, and for any use of any Property made using your account. We reserve the right to monitor your use of any Property. Our goal is to create a positive and safe, communal and educational experience. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users (including service providers) or us. When you use any Property, you may not:

- violate any law or regulation;
- to the extent applicable, violate any term, rule, or other policy of any Social Networking Site (as defined below) used in connection with any Property;
- violate or infringe other people's intellectual property, privacy, publicity, or other legal rights;
- transmit, post, send, upload, distribute submit or otherwise make available any content that is false, tortious, disparaging (including disparaging of Company) libelous, defamatory, indecent, vulgar or obscene, pornographic, sexually explicit or sexually suggestive, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, discriminatory, abusive or otherwise objectionable (as determined by Company in its sole discretion);
- transmit, post, send, upload, distribute submit or otherwise make available any content that might affect us adversely or reflect negatively on us, the Properties, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of the Properties, or from advertising, linking or becoming a supplier to us in connection with the Properties;
- send unsolicited or unauthorized advertising or commercial communications, such as spam, or transmit surveys, contests, pyramid schemes, or chain letters;
- transmit any malicious or unsolicited software;
- stalk, harass, bully, or harm another individual;

- collect or store personal information about other users;
- impersonate any other person or entity, including, but not limited to, a Company representative or professor, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- use any means to "scrape," "crawl," or "spider" any Web pages contained in the Properties (although Company may allow operators of public search engines to use spiders to index materials from the Properties for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials, and Company reserves the right to revoke these exceptions either generally or in specific cases);
- use automated methods to use the Properties in a manner that sends more requests to the Company servers in a given period of time than a human can reasonably produce in the same period by using a conventional Web browser; or
- interfere with or disrupt the Properties.

6. **User Content**

The Properties may now or in the future permit you to submit, upload, post, display, transmit and/or exchange videos, images, music, information, ideas, opinions, information, files, messages, transmissions and other content ("**User Content**") with other users and/or with us and the hosting, sharing, and/or publishing of such User Content, such as posting messages and other content to forum services, web communities, and other interactive and communication areas of the Properties (collectively, "**Communities**" and each a "**Community**") and/or by interacting with the Properties through any third-party services, social media sites, plug-ins and applications, such as YouTube, Facebook, Twitter, LinkedIn, Pinterest, Google+ and other social networks (each a "**Social Networking Site**"). You acknowledge and agree that whether or not such User Content is published, you have no expectation of compensation or confidentiality of any nature with respect to any User Content.

You give Company permission to use your User Content as follows: you grant to Company and its affiliates a license to use, copy, display, transmit, distribute, perform, transcode, modify, edit, create derivative works from, combine with other content, and otherwise exploit your User Content in connection with the Properties and our social media pages associated with any Social Networking Site (collectively, "**Social Media Pages**" and each a "**Social Media Page**"). We may display advertisements in connection with your User Content or on pages where your User Content may be viewed by you or others and we may use your User Content to advertise and promote Company, the School, the Properties or the Social Media Pages. Our license to your User Content is non-exclusive, meaning you may use the User Content for your own purposes or let others use your User Content for their purposes. Our license to your User Content is fully-paid and royalty free, meaning we do not owe you anything else in connection with our use of your User Content. We may exercise our rights anywhere in the world. Finally, our license is perpetual, meaning that our license lasts for an indefinite period of time.

You promise that:

- you own all rights to your User Content or, alternatively, that you have the right to give Company the rights described above;
- you have paid and will pay in full any fees or other payments that may be related to the use of your User Content; and
- your User Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.

The individual who posts User Content to any Property is responsible for the reliability, accuracy, and truthfulness of such User Content, and Company has no control over the same. In addition, Company has no control over whether any such User Content is of a nature that users will find offensive, distasteful or otherwise unacceptable. We may refuse to accept or transmit User Content. We may remove, move or edit User Content from the Properties or Social Media Pages for any reason at any time. We do not endorse any User Content or any opinion, recommendation or advice expressed therein, and we expressly disclaim any and all liability in connection with any User Content.

7. Submissions

From Students and Applicants

If you are currently enrolled as a student in the School, you, alone or with others, may create, develop or submit ideas for motion pictures, television programs, web sites, web series, or other products or services ("**Submissions**"). These Submissions, and our rights in these Submissions, will be governed by the agreement you enter with us in connection with your enrollment (the "**Enrollment Agreement**"). In addition, when you apply to the School, we may request that you submit creative ideas, concepts, stories and other creative materials as part of the application process ("**Application Materials**"). Your Application Materials may also be subject to the Enrollment Agreement.

Unsolicited Submissions

Except for posting User Content as enabled on a Property and your Submissions, if any, you shall not post, send or bring to our attention any creative materials of any kind, such as stories or character ideas, screenplays, treatments, or series bibles or formats (collectively, "**Unsolicited Submissions**"). Our policies regarding Unsolicited Submissions are intended to avoid the possibility of future misunderstandings when projects developed independently might seem to others to be similar to their own creative work. If you send us any Unsolicited Submission despite your foregoing obligation not to do so, we take no responsibility and will have no liability with respect to the use by anyone (including Company or any of its affiliates or related parties) of such Unsolicited Submission or any portion thereof. You agree and understand that Company is not obligated to use any Unsolicited Submission and you have no right to compel such use. You hereby acknowledge and agree that your relationship with Company is not a confidential, fiduciary, or other special relationship, and that your decision to submit any material to Company does not place Company (or any of its affiliates or related parties) in a position that is any different from the position held by members of the general public with regard to your Unsolicited Submission. You understand and acknowledge that Company and each of its affiliates and related parties has wide access to ideas, stories, designs, and other creative materials, and that new ideas are constantly being submitted to it or being developed by Company's or its affiliates' or related parties' own employees or independent contractors. Many ideas may be competitive with, similar or identical to your Unsolicited Submission in structure, purpose, function, theme, idea, format or other respects. You acknowledge and agree that you will not be entitled to any compensation as a result of Company's or any of its affiliates' or related parties' use of any such similar or identical material.

BY SENDING US UNSOLICITED SUBMISSIONS YOU RELEASE, WAIVE ANY CLAIMS WITH REGARD TO, AND HOLD HARMLESS COMPANY, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, RELATED FINANCING AND OTHER ENTITIES, AGENTS, AND LICENSORS FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND THAT ARE OR COULD BE ASSERTED WITH RESPECT TO ANY EXPLOITATION OR USE OF SUCH UNSOLICITED SUBMISSIONS IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, FOR ANY PURPOSE WHATSOEVER.

8. Ownership

Other than User Content, we own or license all aspects of the Properties and the content they contain, or may in the future contain, including, but not limited to, text, works of authorship, software, scripts, graphics, photos, sounds, music, videos, interactive features, and the like (collectively, "**Content**") as well as trademarks, service marks, trade names, trade dress, logos, domain names, code, and any other brand elements (collectively, "**Marks**"). The Content and Marks are protected from any unauthorized use, copying and dissemination by copyright, trademark and other intellectual property and non-intellectual property laws and by international treaties. Except as expressly permitted in writing by Company and/or its applicable licensors or to the extent technically enabled by Company or its applicable licensors on any Property, you agree not to reproduce, duplicate, copy, sell, resell or exploit, in whole or in part, any portion of the Properties, including, but not limited to, the Content and Marks. The Properties are provided for your personal, non-commercial use only. You agree to abide by all copyright notices, information, or restrictions contained in or associated with any Content. Company may add, change, discontinue, remove or suspend any of the Content at any time, without notice and without liability to you or any third party.

9. **Feedback**

We always welcome and appreciate your feedback and suggestions about Company. You understand that we cannot necessarily respond to or implement feedback or suggestions, but if we do, you understand and agree that we (i) will treat any such feedback and/or suggestions as non-confidential and non-proprietary in each instance and will have no obligation of confidence respecting such feedback and/or suggestions; (ii) will not be liable for any use or disclosure of such feedback and/or suggestions; and (iii) may use such feedback and/or suggestions without compensation to you.

10. **Digital Millennium Copyright Act**

Company respects the intellectual property rights of others. Upon proper notice, Company will remove User Content or other applicable content that violates copyright law and terminate the accounts of repeat infringers. Pursuant to 17 U.S.C. § 512, Company has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with such law. If you believe your work has been copied in a way that constitutes copyright infringement, please send Company's copyright agent (listed below) a notification of claimed infringement with all of the following information:

- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- identification of the claimed infringing material and information reasonably sufficient to permit Company to locate the material on the Site or any Property;
- information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and, if available, an email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- your physical or electronic signature.

Please send all of the above enumerated information to the following Company copyright agent:

Matt Hale
Relativity Education, LLC
9242 Beverly Blvd, Suite 300
Phone 310.724.7200
Fax 310.622.9679
it@relativitieschool.org

Please do not send notices or inquiries unrelated to alleged copyright infringement to Company's designated agent.

11. Contests/Promotions

From time to time, we and/or our affiliates may conduct promotions on or through the Properties, including, without limitation, auctions, contests, sweepstakes or other promotional games or programs (each, a "**Promotion**"). Each Promotion may be subject to Additional Terms which will be posted or otherwise made available to you and, for purposes of each Promotion, will be deemed incorporated into and form a part of these Terms; provided, however, that if there is any conflict between the Additional Terms for any particular Promotion and these Terms, the Additional Terms shall govern for that Promotion. You must specifically agree to the terms set forth in the Additional Terms in order to be eligible for that particular Promotion. By entering any Promotion, you agree to comply with and abide by its applicable Additional Terms and the decisions of the sponsor(s) identified therein, which shall be final and binding in all respects.

12. Links

The Properties may contain links to other Web sites or other properties, or allow others to send you such links. A link to a third-party's Web site or other property (or a link on a third-party Web site or other property to a Property) does not mean that we endorse it or that we are affiliated with it. We are not responsible or liable for any damage or loss related to the use of any third-party Web site or other property. You should always read the terms and conditions and privacy policy of a third-party Web site or other property before using it.

13. Disputes Among Users

You are solely responsible for your interactions with other users of the Properties. Company reserves the right, but has no obligation, to monitor disputes between you and other users, and to take such actions as it determines is reasonable and appropriate.

14. Changes to the Properties

Company enhances and updates its Properties from time to time. We may change or discontinue the Properties, in whole or in part, with or without notice to you.

15. Termination

We reserve the right not to provide the Site or any aspect of the Site, or any of the other Properties or any aspects thereof to any user or student. We also reserve the right to terminate any user's right to access the Properties, in whole or in part, at any time, with or without notice, in our sole discretion for any reason or no reason at all. If you violate any of these Terms, your permission to use the Properties automatically terminates. If we disable your account, you agree that you will not create another one without our permission.

16. Disclaimer and Limitations on Our Liability

YOU USE THE PROPERTIES AT YOUR OWN RISK. THE PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, RELATED FINANCING PARTIES, AGENTS, AND LICENSORS (REFERRED TO COLLECTIVELY AS THE "**COMPANY AFFILIATES**") DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT).

IN PARTICULAR, COMPANY AND THE COMPANY AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE PROPERTIES OR THE CONTENT OF ANY WEB SITES OR OTHER PROPERTIES OR RESOURCES LINKED TO THE PROPERTIES. COMPANY AND THE COMPANY AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (a) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (b) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE PROPERTIES OR ANY PARTS THEREOF; (c) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR THE SERVERS OF THE COMPANY AFFILIATES OR THE SERVERS OF ANY THIRD PARTIES PROVIDING SERVICES TO COMPANY OR ANY OF THE COMPANY AFFILIATES, OR OF ANY PERSONAL INFORMATION; (d) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE PROPERTIES; (e) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE PROPERTIES BY ANY THIRD-PARTY; OR (f) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED, DOWNLOADED FROM, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE PROPERTIES.

COMPANY AND THE COMPANY AFFILIATES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD-PARTY PRODUCT OR SERVICE RECOMMENDED, ADVERTISED OR OFFERED ON OR THROUGH THE PROPERTIES OR ANY LINKED WEB SITE OR OTHER PROPERTY OR RESOURCE.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PROPERTIES IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM DOING SO.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR ANY OF THE COMPANY AFFILIATES WILL BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO USE OF THE PROPERTIES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent Company may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Company's liability will be the minimum permitted under such law.

17. **Indemnification**

You agree to indemnify, defend, and hold harmless Company and the Company Affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, fees of any kind (including reasonable attorneys' fees and legal costs), arising from or relating to: (a) any information (including your User Content, feedback, or any other content) that you or anyone

using your account submit, post, or transmit through the Properties and Communities; (b) the use of the Properties by you or anyone using your account; (c) the violation of these Terms by you or anyone using your account; or (d) the violation of any rights of any third party, including intellectual property, privacy, publicity, or other proprietary rights by you or anyone using your account. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. If we do assume the defense of such a matter, you will reasonably cooperate with Company in such defense.

18. **Other Provisions**

Under no circumstances will Company be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond its reasonable control.

These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws rules or provisions.

Any controversy, claim, or dispute arising out of or related to these Terms (or the interpretation, performance, or breach of them), the Properties, any Submission and User Content, including but not limited to alleged violations of state or federal statutory or common law rights or duties (a "**Dispute**") shall be solely and exclusively resolved according to the procedures set forth in this Paragraph. If we are unable to resolve any Dispute through informal means, either party may initiate binding arbitration of such Dispute. The arbitration shall be initiated and conducted according to the Rules of the American Arbitration Association in effect as of the date hereof (the "**Arbitration Rules**"). The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator's decision shall be controlled by these Terms and any other applicable agreement between us, including any applicable Additional Terms. No Disputes may be arbitrated on a class or representative basis; arbitration can decide only the individual Dispute and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. BY ENTERING INTO THESE TERMS (INCLUDING, WITHOUT LIMITATION, INTO ANY APPLICABLE ADDITIONAL TERMS), YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THESE TERMS (INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE ADDITIONAL TERMS) MUST BE ASSERTED INDIVIDUALLY. The arbitrator shall not have the power to award punitive damages against any party.

If any provision of these Terms is found to be unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity or enforceability of any remaining provisions.

The failure of Company to enforce any right or provision of these Terms will not prevent Company from enforcing such right or provision in the future.

We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, a sale of assets or by operation of law.

19. **Electronic Communications**

By visiting and/or using the Properties you consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Properties, satisfy any legal requirement that such communications be in writing.

20. **International Users**

The Properties are controlled, operated and administered by Company and/or its affiliates or related parties, as applicable, within the United States of America. If you access the Properties from a location outside of the United States of America, you are responsible for compliance with all local laws. You agree that you will not use the Properties in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

21. Changes to these Terms

From time to time, we may change these Terms. If we change these Terms, we will inform you by posting the revised Terms on the Site or other applicable Property. Those changes will go into effect on the Revision Date shown in the revised Terms. By continuing to use the Properties, you agree to the revised Terms. If you object to any such changes, your sole recourse shall be to cease using the Properties.

Effective Date: March 28, 2013