

TERMS OF SERVICE

Effective Date: Aug 30, 2024

Key Words:

“Site”: aberrapresents.com

“We, Us, Our”: Aberra Presents LLC

“You, Your”: the user

“Data”: personally identifiable information

“Terms”: Terms of Service/Terms of Use

“Properties/Property”: site pages, embedded content, or any other experiences/content owned and/or created by Aberra Presents LLC where this Terms of Service is applicable

“Losses”: claims, liabilities, losses, damages, obligations, costs and expenses

“Privacy Policy”: document explaining the privacy considerations relating to aberrapresents.com (it is linked in the Site’s footer)

INTRODUCTION

The Terms of Use/Terms of Service (the “Terms”) for users visiting “aberrapresents.com” are described below. These Terms, created by Aberra Presents LLC, will illustrate the terms and conditions Site users agree to while on aberrapresents.com. Aberra Presents LLC offers you access to the Site and its “Properties” under the premise that users agree to the Terms and other Site policies.

*Using the Properties indicates your acknowledgement and acceptance of the Terms and other Site policies, which you should review periodically. **If you are under 18 years old, you must obtain parental or guardian consent to access Site Properties. If you are under 13 years old, you MAY NOT provide Aberra Presents with any Data (personally identifiable information).***

For more information on how we treat your Data, please read our Privacy Policy, which is linked at the bottom of our Site. The Terms, Privacy Policy, and other Site terms dictate the agreement between you, the user, and Aberra Presents LLC regarding usage of the Site.

PURPOSE AND USE

- 1. The Site Properties are strictly available for entertainment, informational, and/or promotional purposes. Under no circumstances do our Properties qualify as legal advice, medical advice, or any other type of professional advice unless explicitly stated otherwise. By using our Site, we grant you the ability to use our Properties under a non-exclusive, non-assignable, non-sublicensable limited license. Under this agreement, you are only allowed to use the Properties for personal and non-commercial purposes.*

2. *Aberra Presents LLC retains all rights regarding the Properties. We may occasionally grant you the ability to embed elements of our Properties into third-party services. If you share Properties, you may not modify or adjust their appearance, functionality, or any other Property element bound by our Terms. You are always responsible (even off-Site) for using our Properties in a manner that is consistent with our Terms, Privacy Policy, and applicable law.*
3. *Aberra Presents LLC is committed to creating a constructive, safe, and enjoyable experience for all who visit the Site. Aberra Presents LLC strongly prohibits actions and conduct that are harmful to us and users. Consequently, users are responsible for abiding by the following guidelines while on the Site;*
 - a. *You may not violate any law or regulation;*
 - b. *violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights;*
 - c. *post or share anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, discriminatory or otherwise objectionable;*
 - d. *send unsolicited or unauthorized advertising or commercial communications, such as spam;*
 - e. *use any means to spider, harvest, scrape, crawl, or participate in the use of software, including spyware, to collect data from the Site or Services or any Web pages contained in the Properties;*
 - f. *transmit any viruses or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;*
 - g. *stalk, harass, or harm another individual;*
 - h. *impersonate any person or entity or perform any other similar fraudulent activity, such as phishing*
 - i. *attempt to circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Properties;*
 - j. *attempt to decipher, decompile, disassemble, or reverse engineer any of the software or other underlying code used to provide the Properties; or*
 - k. *advocate, encourage, or assist any third party in doing any of the foregoing.*
4. *In the event that Aberra Presents LLC becomes aware of potentially unacceptable actions, behaviors, or other conduct on the Site that does not fall within the aforementioned list, we reserve the right to take appropriate action in counteracting those issues.*
5. *Aberra Presents LLC reserves the right to remove any user (and any material submitted to the Site by the user) if they are found to not have followed these guidelines. If you believe you have been wrongfully banned, censored, or other, email us at info@aberrapresents.com*

USER CONTENT

1. *“User Content” includes any information that you post on the Site or otherwise voluntarily make available to us. These are potential sources of creative inspiration. By posting User Content on the Site, you grant us a universal, royalty-free, perpetual, irrevocable, non-exclusive, fully sublicensable and transferable right to host, store, use, reproduce, modify, distribute, create derivative works based upon, translate, communicate, publicly display, publicly perform, communicate, transmit, display advertisements in connection with and publish the User Content in whole or in part as we in our sole discretion deem appropriate in any format, media or technology now known or later developed, including for purposes of advertising or promoting the Properties or Aberra Presents LLC. By posting the content, you agree to be responsible for ensuring the content is original to you and does not violate the rights of any third party. Rights include issues relating to intellectual property, publicity, privacy, or any other matter relating to applicable law, our Terms, and our Privacy Policy.*
2. *You agree that Aberra Presents LLC is not obligated to use your User Content for any purpose and you cannot compel us to do so. You acknowledge we have access to many different sources of creative inspiration, ideas, designs, premises, plots, and/or other materials. Additionally, we are always coming up with new ideas. Therefore, it is possible that our Properties, content, or other (both now and/or in the future) may have similar or identical qualities to your User Content. You acknowledge and agree that you are not entitled to any type of compensation or recourse from Aberra Presents LLC due to similarities or identical material appearing between our content/Properties and your User Content.*

COPYRIGHT POLICY

If, in your estimation, Aberra Presents LLC Site Properties infringe on personal on your copyright rights, please contact us through our company email info@aberrapresents.com or send us physical mail at our company address 7826 Eastern Ave, Suite 300, Washington, D.C. 20012. In your email, make sure to detail;

1. *Your name, address, phone number, an email address*
2. *A description of the copyrighted work that you claim has been infringed*
3. *The exact URL or a precise description or where the alleged infringement is occurring or has occurred*
4. *A statement asserting that you have a reasonable and in good faith belief that the allegedly infringed upon material has not been authorized for our use by you, your representative agent, or applicable law*
5. *Your physical or electronic signature OR a physical or electronic signature coming from an individual or entity authorized to act on your behalf; and*
6. *A statement from you asserting that the information and claims provided in your notice are accurate, and a statement made under penalty of perjury that you are the copyright owner or are authorized to make actions and statements on the copyright owner's behalf.*

Aberra Presents LLC will review any and all claims of copyright infringement and will act accordingly. Any copyright claims directed at Aberra Presents LLC from Users or other third parties regarding Site Properties that do not follow the aforementioned format may be disregarded.

All copyright claims submitted on the Site are subject to counter-notice, which is detailed below. If you believe that the removal of/restriction of Site Properties was due to an incorrect copyright claim (meaning the content was not infringing on copyright rights or the content was authorized for use by the copyright owner or yourself or the content was being utilized in accordance with the law) you may submit a counter-notice to the same email and physical addresses listed above. Include in the notice;

- 1. Your physical or electronic signature OR a physical or electronic signature coming from an individual or entity authorized to act on your behalf;*
- 2. A statement asserting that you have a reasonable and in good faith belief that the allegedly not-infringed upon material was removed due to a mistake regarding the content's identification;*
- 3. Your name, address, phone number, an email address;*
- 4. Identification of the content that has been removed and a thorough description of where it resided on the Site prior to its deletion;*
- 5. A statement that you consent to the jurisdiction of the federal court in Washington, D.C., and that you will accept service of process from the original person or entity that provided initial notice of the alleged infringement to Aberra Presents LLC.*

If we receive a counter-notice, we will send it to the original party that submitted a copyright claim. Note that this forwarded counter-notice will contain your personal information, and any other information required by law. When you submit a counter-notice you consent to participating in this process. Under no circumstance, unless by the counter-notice sender's request, will we send the counter-notice to a party other than the original copyright claimant. However, Aberra Presents LLC still retains the right to not send the counter-notice to another party besides the copyright claimant unless we are compelled by law.

Following our sending of the counter-notice to the original claimant, they must notify us within 14 days that they have filed an action seeking a court order to restrain you from engaging in infringing activity relating to the removed Properties. If we receive notification that this has occurred, we cannot restore the Properties described in the counter-notice. Contrarily, if we do not receive notice of such legal action, we may be able to reinstate the relevant Properties on our Site. We always reserve the right to have final judgment on the removal of any Properties, content, or other elements of our Site.

THIRD PARTY INDEMNITY

You agree to indemnify and hold harmless Aberra Presents LLC from any and all Losses relating to 1) your use of our Properties in violation of our Terms; 2) User Content that is provided by you the user

through the Site or a third party avenue to the Site; 3) any other violations, negligence, disregard, or other breaches of our Terms.

WARRANTIES; LIABILITY

You agree that by using our Site and interacting with our Properties you are using it at your sole risk and will be entirely responsible for damages that occur to you, others, or any third party arising from your usage of the Site. We are not responsible for any third-party actions, content, or data. In regards to our Properties and Site, to the fullest extent permitted by law, we do not commit to making any claims about functionality. The user is responsible for using the Site in a manner that does not bring themselves or others harm except in explicit cases enumerated by law.

NO CLASS ACTIONS

*To the extent permitted by law, we (**you and Aberra Presents LLC**) both waive any right to pursue any class-action lawsuits against the other party. This includes joining a third party's class action lawsuit against the other party.*

NO TRIAL BY JURY

To the extent permitted by law, we each waive any right to trial by jury in any lawsuit.

MISCELLANEOUS

- 1. As also stated in the Privacy Policy, you agree that Aberra Presents LLC may update the Terms at any time and that you, the user, have the sole obligation to maintain an understanding of such Terms. Changes to the Terms or the Privacy Policy do not have any retroactive effect.*
- 2. Unless stated in the Terms, the Terms and Privacy Policy supersede all contemporaneous written and oral agreements between you and Aberra Presents LLC.*
- 3. If you access the Properties from locations outside of the U.S., you are responsible for adhering to local laws and do so at your own risk.*
- 4. If an element of these Terms is found to be illegal or something Aberra Presents LLC cannot enforce, we will remove it in an updated Terms. The remaining elements of the Terms will still be applicable.*
- 5. Aberra Presents LLC reserves the right to remove any of your data from the Site, personal or non-personal, for any reason at any time.*
- 6. You agree to follow all applicable law and regulation relating to your usage of our Site and its properties.*
- 7. You agree to be helpful and fully cooperative during any investigation that we conduct regarding a suspected or actual breach of the Terms.*
- 8. We do not have any control over third party websites, companies, or other that display or use our content on their platforms. You are fully responsible for any risk associated with your*

interaction with our content on platforms not explicitly associated with Aberra Presents LLC. We cannot guarantee that third parties will utilize our Site or Properties on their platforms in a way that is consistent with our Terms.

9. *If you have concerns, questions, complaints, comments, or other specific issues regarding the Terms, please contact us as info@aberrapresents.com or send us physical mail at 7826 Eastern Ave, Suite 300, Washington, D.C. 20012.*

