

Terms of Use for www.originalphonefilmfest.com

Welcome to www.originalphonefestival.com (the "Website") owned and operated by DessCor Ventures LLC, a New York limited liability company located at PO Box 805 NY, NY 10024 ("OIFF", "we", "our", or "us"). The Website is intended to enable visitors to the Website ("you" or "your") to view and learn about us and our film festival.

1. Use. Please read these Terms of Use (the "Agreement") carefully before accessing the Website. By accessing the Website, you acknowledge and agree that you have read this Agreement and agree to be bound by the terms and conditions set forth in the Agreement. If you do not wish to be bound by the Agreement, you are not authorized to use this Website. Additional terms and conditions may apply to certain portions of the Website, and your use of such portions of the Website indicates your agreement to such terms and conditions. OIFF reserves the right to modify the Agreement at any time. You agree to review the Agreement periodically to be aware of such modifications. You further agree that your continued use of the Website shall be deemed to be your conclusive acceptance of any modified Agreement. We will indicate that changes to this Agreement have been made by updating the date indicated after "Last Modified" at the end of this Agreement. If you do not agree to abide by any modified version of this Agreement, you are not authorized to use this Website. A current version of the Agreement is accessible via the footer of the Website's home page.

2. User Accounts.

2.1 User Registrations; Accurate Information. In order to make use of certain functionality on the Website and/or purchase our products, you may need to create a user account on the Website ("Account"). You agree to provide us with accurate, complete and current information at all times.

2.2 User ID; Password. Website users who create an Account might be required to obtain a user ID and password ("Profile"). You agree not to allow any third party to use your Profile to access the Website and to safeguard the information that would allow another person or entity to access the Website by using your Account. You agree to be responsible for their failure to safeguard such information and/or to allow any other person or entity to access the Website by using your Profile or otherwise by using your Account. No part of a Profile or Account may be transferred or sold to another party by you. You agree to notify OIFF immediately of any unauthorized use of your Profile, Account or the Website. You agree that OIFF shall not be liable for any loss that results from the unauthorized use of your Profile or Account, either with or without such your knowledge.

2.3 Revocation of User Accounts. You agree that OIFF has the right to cancel your account and/or revoke your Profile for any reason at any time, in our sole discretion, and you agree that OIFF shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, to protect its interests.

3. Copyright. All content contained on the Website, including but not limited to video, clips, photographs, text, graphics, logos, icons, images and software (collectively, "Content"), is the property of OIFF and is protected by U.S. and/or international copyright laws. Any reproduction, modification, distribution, transmission, republication, display or performance of the Content contained on the Website is strictly prohibited, however, you may print copies of any Content or portion thereof contained on the Website for your personal use only. If you use material appearing on the Website contrary as set forth in the Agreement, you may be liable for infringement, misappropriation or other causes of action to the fullest extent of the law.

4. Trademarks. Unless otherwise indicated, all names, graphics, designs, logos, page headers, button icons, scripts, commercial markings, trade dress, and service names included in the

Website are trademarks of OIFF or its licensors or suppliers (collectively, the “Trademarks”) and are protected by the trademark laws of the United States and other jurisdictions. You may not use, copy, reproduce, republish, distribute, modify or post any Trademarks in any way, including in advertising or publicity pertaining to or distribution of materials on the Website, without prior written consent. The Trademarks may not be used in any manner that is likely to cause confusion.

5. Purchases.

5.1 Products. Products may be offered for sale through the Website. In the event you wish to purchase any of these products, you will be asked by OIFF or an authorized third party on OIFF’s behalf to supply certain information to us, including without limitation, your full name, address and credit card information. You agree to provide us or such third party with accurate, complete and current information at all times, and to comply with the terms and conditions of any ancillary agreement that you may enter into which governs your purchase of such product or service. You shall be responsible for all charges made under your Profile as well as for paying any applicable taxes.

5.2 Payment. Your right to any product that is available for purchase through the Website is conditional on our receipt of the appropriate payment for such product. If such payment cannot be charged to your credit card or if a charge is refunded for any reason, including chargeback, you agree that we reserve the right to cancel your order and/or suspend or terminate your account.

5.3 Risk of Loss. You acknowledge and agree that your only remedy for failures, delays or interruptions with respect to the ordering of and delivery of products ordered by you through the Website is limited to a refund for such products, in OIFF’s sole discretion. All products ordered through the Website are acquired by you “as is” and “where is”.

5.4 Product Descriptions. We attempt to be as accurate as possible in describing any products (including pricing) offered for purchase through the Website; however, we do not warrant that all such descriptions are complete, current or error-free.

5.5 Returns. If you have purchased a product offered through the Website that you wish to return to us, please contact us in accordance with Section 14 below.

6. Links. OIFF and/or third parties may provide links to other websites of possible interest to you. Because we have no control over such websites, you acknowledge and agree that we are not responsible for the availability of such websites and do not endorse and are not responsible or liable for any content, advertising, services, products, or other materials on or available from such websites. You also acknowledge and agree that OIFF shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, advertising, services, products, or other materials on or available from such websites. All such websites shall be subject to the policies and procedures of the owner of such websites.

7. DISCLAIMER OF WARRANTIES.

7.1 YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. OIFF DOES NOT MAKE ANY REPRESENTATION OR WARRANTY (i) AS TO THE ACCURACY, CORRECTNESS, COMPLETENESS OR USEFULNESS OF ANY CONTENT APPEARING ON THE WEBSITE AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT APPEARING ON THE WEBSITE, OR (ii) GENERALLY FOR THE ACCURACY, RELIABILITY, OR QUALITY OF ANY CONTENT APPEARING ON THE WEBSITE. OIFF IS NOT RESPONSIBLE FOR ANY FAILURES, DELAYS OR

INTERRUPTIONS OF THE WEBSITE. THE WEBSITE IS PROVIDED TO YOU "AS IS" AND OIFF MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND TO YOU, EITHER EXPRESS OR IMPLIED. SPECIFICALLY, TE DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

7.2 YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL OIFF BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON CONTENT OBTAINED THROUGH THE WEBSITE OR CAUSED BY YOUR CONDUCT. OIFF DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE WEBSITE, AND THE OPERATION OF THE WEBSITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

8. LIMITATION OF LIABILITY.

8.1 IN NO EVENT SHALL OIFF BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS OR BUSINESS, OR ANTICIPATED LOST PROFITS OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TE'S OR ITS AFFILIATES AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR RELATED TO THE WEBSITE OR THIS AGREEMENT IS LIMITED TO \$1,000.

8.2 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN SECTIONS 7 OR 8 MAY NOT APPLY TO YOU.

9. Indemnification. You agree to indemnify, defend and hold OIFF harmless from any claim, expense or demand, including without limitation reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

10. Commercial Use. Aside from purchase made by you through the Website, you acknowledge and agree that the Website may not be used by you directly or indirectly in connection with any commercial endeavors.

11. Privacy. OIFF is committed to safeguarding your privacy. The terms regulating the handling of personally identifiable and other information in connection with the Website is described in our which is also available via the footer of the Website's home page.

12. Governing Law. You acknowledge and agree that this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, excluding conflict of laws provisions thereof that would indicate the application of the laws of any other jurisdiction and you hereby submit to exclusive jurisdiction in the federal and state courts of New York. You agree to receive service of process through certified mail or by other means sanctioned by law, and you expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum.

13. General. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement may be automatically assigned by OIFF, in its sole discretion, to a third party. Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This

Agreement, along with any other terms and conditions regulating use of the Website, sets forth the entire understanding and agreement between us with respect to the subject matter hereof. The provisions of this Agreement and any ancillary terms and conditions will survive termination or expiration to the extent necessary to carry out the intentions of the parties.

14. Questions. Please direct all questions to: questions@originaliphonefilmfest.com